

IN THE CIRCUIT COURT OF THE 4th
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CHRISTINE OGDEN, individually and
as parent and natural guardian of
D.O., a minor child,

CASE NO. 2014-CA-6520; Div. CV-E

Plaintiff,

vs.

THE NATIONAL DEAF ACADEMY, LLC
d/b/a NATIONAL DEAF ACADEMY,
a/d/b/a NATIONAL DEAF ACADEMY, a
Behavioral Health System, a Florida Limited
Liability Company and UNIVERSAL
HEALTH SERVICES, INC.,

Defendants.

**DEFENDANTS' SUPPLEMENTAL MOTION TO DISMISS AND/OR MOTION TO
TRANSFER VENUE TO LAKE COUNTY BASED ON FORUM NON CONVENIENS**

Defendants, THE NATIONAL DEAF ACADEMY, LLC d/b/a NATIONAL DEAF ACADEMY, a/d/b/a NATIONAL DEAF ACADEMY, a Behavioral Health System, a Florida Limited Liability Company ("NDA") and UNIVERSAL HEALTH SERVICES, INC. ("UHS, Inc."), by and through undersigned counsel and pursuant to the Florida Rules of Civil Procedure, files this Supplemental Motion to Dismiss and/or Motion to Transfer Venue based on Forum Non Conveniens and as grounds in support thereof state as follows:

1. Defendants, NDA and UHS, have been sued in a Second Amended Complaint for alleged medical negligence, general negligence, and violations of Chapter 394 of the Florida Statutes arising out of care and treatment provided to D.O., a minor child, during the time of his residency at NDA's *Lake County, Florida* facility between March 26, 2012 and May 24, 2013.

2. On October 12, 2015, Defendants filed a Motion to Dismiss Plaintiff's Second

Amended Complaint, attached hereto as **Exhibit “A.”** The Motion to Dismiss was based, in pertinent part, on improper venue and forum non conveniens.

3. This Court heard arguments by both parties during a hearing on the Motion to Dismiss on January 22, 2016. The Court heard arguments regarding Defendants’ Motion to Dismiss based on improper venue and Motion to Transfer based on forum non-conveniens and deferred ruling on all other matters raised in the Motion to Dismiss until the issue of venue was resolved.

4. On January 22, 2016, this Court entered an Order on Defendants’ Motion to Dismiss Plaintiff’s Second Amended Complaint (“Order”), a copy of which is attached hereto as **Exhibit “B.”**

5. As referenced to in the Order, at the time of the hearing, Plaintiff argued that the Defendant, UHS, Inc., owned and operated another mental health facility, *Wekiva Springs* in Jacksonville, Duval County, Florida. Plaintiff urged the Court that venue was proper in Duval County, where, UHS, Inc. had proper venue ties because UHS, Inc. “operate, conducts, and carries on a business or business venture with an agent or other representative in Duval County, Florida.” Plaintiff was referring to operation of *Wekiva Springs*.

6. The Court determined that Plaintiff properly alleged that UHS, Inc. was a foreign corporation that “operates, conducts, and carries on a business venture with an agent or other representative in Duval County, Florida,” which was sufficient to meet the technical requirements of the venue provisions of sec. 47.051, Fla. Stat. The Court based its ruling, in part, on the basis that Defendants failed to provide any documentation, sworn affidavits or testimony that would contradict Plaintiff’s venue allegations.

7. However, the Defendants also moved to transfer the case on the basis of forum

non conveniens under sec 47.122, Fla. Stat. At the time of the hearing, Defendants argued that all of the witnesses to the case reside in and around *Mt. Dora in Lake County*, where *NDA* is located, and the actions and inactions that form the basis of the cause of action all allegedly took place in *Lake County*. Furthermore, the Plaintiff in this matter, as well as the two other Plaintiffs in the two other pending lawsuits against Defendants, brought by Plaintiff's counsel, do not reside in Florida, much less *Duval County*.

8. At the time of the hearing, Plaintiff's counsel agreed that most of the witnesses involved in the allegations regarding *NDA* live in and around the *Lake County* area and that the Plaintiffs all reside out of state.

9. The Court further determined that "clearly, the allegations in the Complaint allege matters that occurred in *Lake County*." *See the attached Order*.

10. Plaintiff argued that he properly alleged UHS, Inc.'s involvement in the **management and control** of the facility where the alleged torts occurred, in *Duval County*, and Defendants had not provided any evidence in the form of an affidavit or otherwise that would show that the UHS, Inc.'s agents or employees that reside and work in *Duval County* did not also have involvement with the management and oversight of the *Lake County* facility.

11. Based on these arguments, the Court ordered the hearing on transfer of venue on the ground of forum non conveniens to be continued and that Defendants serve upon counsel a supplemental affidavit addressing the above mentioned issues. *See the attached Order*. The Affidavit by Mia Meloni was served upon Plaintiff's counsel on January 25, 2016 and a copy was filed with the Court. A copy of the *Affidavit of Mia Meloni* is attached hereto as **Exhibit "C."**

12. This Court further held that once the Affidavit was served, the Plaintiff was to

have the opportunity to depose the individual providing the affidavit in order to contest the motion.

13. On February 24, 2016, Plaintiff took the deposition of Mia Meloni, Associate General Counsel for Universal Health Services of Delaware and designated representative of UHS, Inc. A copy of the Deposition of Mia Meloni is attached hereto as **Exhibit “D,”** along with the corresponding deposition exhibits.

14. Lastly, this Court ordered a stay on all discovery until the final resolution on the issue of venue.

15. Defendants request that this Court transfer the case to Lake County based on forum non-conveniens.

16. As discussed in more detail below, the deposition of Mia Meloni revealed that (1) UHS, Inc. is simply a holding company and has **no control over the management or operations** of NDA or any other UHS, Inc. subsidiary; and (2) the **employees of Wekiva Springs in Duval County** have no involvement in the operations or management of *NDA in Lake County*.

17. Therefore, DEFENDANT incorporates the arguments raised in its original Motion to Dismiss by reference and respectfully request this Court enter an Order Dismissing Plaintiff’s Second Amended Complaint based on Improper Venue, and/or in the alternative, Order Transferring the Case to Lake County based on Forum Non-Conveniens.

I. UHS IS NOT INVOLVED IN THE MANAGEMENT OR CONTROL OF NDA

As mentioned above, all parties agreed that the witnesses involved in the care and treatment of Plaintiff an NDA live in and around the *Lake County area* and that the Plaintiff resides out of state. *See the attached Order*. This Court further determined that “clearly, the allegations in the Complaint allege matters that occurred in *Lake County*. ”

Plaintiff contends that despite this fact, UHS, Inc. is involved in the management and control of NDA in Lake County, and DEFENDANTS did not provide any evidence in the form of an affidavit or otherwise that would negate Plaintiff's contention that the agents or employees of UHS, Inc. who reside and work in *Duval County at Wekiva Springs* were also involved with the management and oversight of *NDA in Lake County*.

Mia Meloni, Associate General Counsel for *Universal Health Services of Delaware, Inc.* ("UHS of Delaware") was deposed in her capacity as the corporate representative for UHS of Delaware, UHS and NDA on February 24, 2016. It is important to note that UHS of Delaware, a non-party to this lawsuit, and UHS, Inc. are two distinct entities. UHS of Delaware is a health management company providing support services to subsidiary facilities and hospitals owned by UHS, including NDA. (Meloni Dep. 11: 9-18, Feb 24, 2016). UHS, Inc., a Defendant to this lawsuit, on the other hand, is a publicly traded holding company with no employees and its operations solely relate to its ownership of assets or shares of its subsidiaries. *Id.* at 17: 14-24; see also the attached Affidavit of Mia Meloni; see also Exhibit 5 to the Deposition of Mia Meloni, the Corporate Structure Diagram, attached hereto as **Exhibit "D."** There are hundreds of subsidiaries of UHS. *Id.* at 17:25; 18:1-2. In 2013, the time period in question, UHS, Inc. did not engage in any type of management functions and hiring or firing at any of the UHS, Inc. subsidiaries, including NDA or Wekiva Springs.

Based on the foregoing, it is well established that Defendant, UHS, Inc., did not employ any of the employees at NDA, in Lake County, or any of the employees at Wekiva Springs or River Point Behavioral Health (another Jacksonville facility mentioned by Plaintiff's counsel during the deposition of Mia Meloni) in Jacksonville, Duval County, Florida. UHS, Inc. is simply a holding company and has no involvement in the management, control, or daily

operations of NDA or any of its subsidiaries for that matter, and thus, does not have proper “venue ties” to Duval County pursuant to Fla. Stat. §47.051 because UHS, Inc. does not operate or conduct business with an agent or representative in Duval County Florida either at the Wekiva Springs facility or River Point Behavioral Health. Therefore, venue is improper in Duval County.

II. THERE ARE NO UHS, INC. EMPLOYEES IN DUVAL COUNTY INVOLVED IN THE MANAGEMENT OR OVERSIGHT OF NDA

UHS, Inc. is simply a holding company for all subsidiaries of UHS, Inc., including NDA and the two Jacksonville facilities. UHS, Inc. is not involved in any way with the operations of all three facilities. *Id.* at 13: 4-20. Ms. Meloni further explained during her deposition that all facility and clinical employees and all employees who work at the facility level **are employed by the facility and retained at the facility level**, with the exception of some limited leadership roles **at the facility**. *Id.* at 13: 17-20. Those roles include CEO, COO and the CFO for NDA. *Id.* at 14, 19-22. However, as mentioned above, it is not the Defendant, UHS, Inc. that is involved in the hiring of these few leadership roles, but UHS of Delaware, a non-party to this lawsuit.

Furthermore, UHS of Delaware, although a non-party at this time, also did not control the operations or management of NDA, or the two Jacksonville facilities. Instead, UHS of Delaware provided *support services* which include tax support services, legal support services, risk support services and insurance support services. *Id.* at 33: 6-25; 34: 1-5. However, the daily operations and management of the facility are made at the facility level, and not by either UHS, Inc. or UHS of Delaware. *Id.* at 21:5-10. Furthermore, Ms. Meloni testified that the CEOs of River Point Behavioral Health and Wekiva Springs do not have any management and oversight of NDA. *Id.* at 51:12-15. In fact, Ms. Meloni testified that from an organizational standpoint and a corporate structure standpoint, there are no employees of UHS, Inc., or UHS of Delaware, located in Jacksonville, Duval County who have the responsibility to oversee the management and daily

operations of NDA in Lake County. Id. at 57: 23-25; 58:1-9.

III. CONCLUSION

The Court allowed Plaintiff's counsel to depose Ms. Mia Meloni to determine whether or not there are agents or employees of Defendant, UHS, Inc. who reside and work in *Duval County*, who were also involved with the management and oversight of NDA, *a Lake County facility*, to determine the issue of forum non conveniens. Not only does the evidence and testimony show that none of the employees involved in the management and oversight of the daily operations of Wekiva Springs or River Point Behavioral Health in Duval County have any managerial or operational roles at NDA, the evidence also establishes that UHS, Inc., a party to this lawsuit, has no involvement in the operations or management of any of its subsidiaries as it is simply a publicly traded holding company with **no employees** and its operations solely relate to its **ownership** of assets or shares of its subsidiaries. Therefore UHS, Inc. does not operate or conduct business in Duval County Florida by way of its ownership of Wekiva Springs or River Point Behavioral Health.

WHEREFORE, DEFENDANTS, NDA and UHS, INC., request that this Court enter an Order transferring this matter to Lake County, Florida based upon Forum Non- Conveniens, and for all other relief this Court deems appropriate.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished via Electronic Mail on April 27, 2018 to: **Bruce A. Maxwell, Esq.**, For Plaintiff, Terrell Hogan, P.A.,

maxwell@terrellhogan.com; kparks@terrellhogan.com

THE LAW OFFICE OF JAY COHEN, P.A.
Counsel for Defendants
100 S.E. 3rd Avenue, Suite 1500
Fort Lauderdale, FL 33394
954-763-6939 / Fax: 954-763-6093
pleadings@jaycohenlaw.com

By: 

Jay Cohen, Fla. Bar No. 292192

Elizabeth Schoenthal, Fla. Bar No. 0106672

HOLLAND & KNIGHT
Co-Counsel for Defendants
50 North Laura Street, Suite 3900
Jacksonville, FL 32202
904-798-7273 / Fax: 904-358-1872
fred.page@hklaw.com

By: /s/Frederick D. Page

Frederick D. Page, Fla. Bar No. 968587

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DUVAL COUNTY, FLORIDA

CHRISTINE OGDEN, individually and
as parent and natural guardian of
D.O., a minor child,

CASE NO. 2014-CA-6520; Div. CV-E

Plaintiff,

vs.

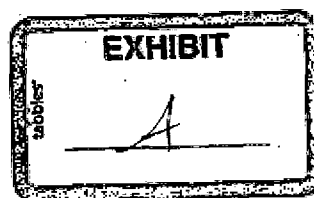
THE NATIONAL DEAF ACADEMY,
LLC d/b/a NATIONAL DEAF
ACADEMY, a/d/b/a NATIONAL
DEAF ACADEMY, a Behavioral
Health System, a Florida Limited
Liability Company and UNIVERSAL
HEALTH SERVICES, INC.,

Defendants.

DEFENDANTS' MOTION TO DISMISS SECOND AMENDED COMPLAINT

Defendants, THE NATIONAL DEAF ACADEMY, LLC d/b/a NATIONAL DEAF ACADEMY, a/d/b/a NATIONAL DEAF ACADEMY, a Behavioral Health System, a Florida Limited Liability Company (hereinafter "NDA") and UNIVERSAL HEALTH SERVICES, INC. (hereinafter "UHS"), by and through undersigned counsel and pursuant to the Florida Rules of Civil Procedure, move this Court for entry of an Order dismissing Plaintiff's Second Amended Complaint for Damages, and as grounds in support thereof state as follows:

1. Defendants, NDA and UHS, have been sued in a Second Amended Complaint for alleged medical negligence, general negligence, and violations of Chapter 394 of the Florida Statutes arising out of care and treatment D.O., a minor child, received during the time of his residency at NDA's Lake County, Florida facility between March 26, 2012 and May 24, 2013.



2. Four counts of the Second Amended Complaint are directed to NDA and/or UHS (a copy of the Second Amended Complaint is attached hereto as Exhibit "A").

3. Count I of the Second Amended Complaint attempts to plead "General Allegations" against NDA and UHS and is apparently some form of negligence and/or statutory violations count. Count I is defective as it is both duplicative of Counts II, III and IV and seeks to assert a claim purporting to entitle it to certain relief, yet fails to allege actions and/or inactions by these Defendants entitling it to said relief.

4. Count II of the Second Amended Complaint also attempts to allege some form of general negligence claim against NDA and UHS and is defective as it is both duplicative of Counts I and III, indiscriminately incorporates all allegations of the counts that precede it, and alleges a claim arising out of the rendering or failure to render medical care, which it duplicates in Count III.

5. Count III of the Second Amended Complaint attempts to allege medical negligence against NDA and UHS. Count III is defective as it is both duplicative of Counts I and II, and it indiscriminately incorporates all allegations of the counts that precede it.

6. Count IV of the Second Amended Complaint attempts to allege a claim for abuse and neglect of a child pursuant to Chapter 393 and 394 of the Florida Statutes, and is defective as (a) it indiscriminately incorporates all allegations of the counts that precede it, (b) there is no private right of action for such a claim, and (c) it seeks to assert a claim arising out of alleged medical negligence, which has already been plead as Count III.

7. All of the Counts against UHS, as the alleged parent corporation of NDA, are also defective as UHS is not a proper party to this litigation under Florida law.

8. Venue is also improper in Duval County, Florida, as the cause of action arose in

Lake County, Florida, and none of the Defendants transact customary business in Duval County, or have an agent or resident that resides in Duval County.

9. For the reasons more specifically outlined in the accompanying Memorandum of Law below, Plaintiff's Second Amended Complaint against NDA and UHS should be properly dismissed.

WHEREFORE, Defendants, NDA and UHS, respectfully request an Order Dismissing Plaintiff's Second Amended Complaint as to all Defendants.

MEMORANDUM OF LAW

I. LEGAL STANDARD

A pleading which sets forth a claim for relief, whether an original claim, counterclaim, cross claim or third-party claim, must state a cause of action and shall contain ... (2) a short and plain statement of the ultimate facts showing that the pleader is entitled to relief, and (3) a demand for judgment for the relief to which the pleader deems himself or herself entitled. *Brady v. SCI Funeral Services of Florida, Inc.*, 948 So.2d 976, 979 (Fla. 1st DCA 2007). Litigants at the outset of a suit must be compelled to state their pleadings with sufficient particularity for a defense to be prepared. *Sunbeam Television Corp. v. Mitzel*, 83 So.3d 865, 875 (Fla. 3d DCA 2012).

"[T]he purpose of a motion to dismiss is to test the legal sufficiency of the complaint and not to determine issues of fact." *Brock v. Bowein*, 99 So.3d 580, 585 (Fla. 2d DCA 2012). "When determining the merits of a motion to dismiss, the trial court's consideration is limited to the four corners of the complaint, the allegations of which must be accepted as true and considered in the light most favorable to the nonmoving party." *Bell v. Indian River Mem'l Hosp.*, 778 So.2d 1030, 1032 (Fla. 4th DCA 2001). A court must "not 'speculate as to what the

true facts may be or what facts will be ultimately proved in the trial of the cause.” *Wells Fargo Bank, N.A. v. Bohatka*, 112 So.3d 596, 600, 604 (Fla. 1st DCA 2013).

However, to withstand a dismissal, a plaintiff must allege more than naked legal conclusions. *K.R. Exchange Services, Inc. v. Fuerst, Humphrey, Ittleman, PL*, 48 So.3d 889, 892 (Fla. 3d DCA 2010). “Florida’s pleading rule [1.110(b)(2)] forces counsel to recognize the elements of their cause of action and determine whether they have or can develop the facts necessary to support it, which avoids a great deal of wasted expense to the litigants and unnecessary judicial effort.” *Id.*, 48 So. 3d at 893; *quoting Horowitz v. Laske*, 855 So.2d 169, 172-73 (Fla. 5th DCA 2003).

II. ARGUMENT

A. This Court lacks jurisdiction over UHS, and as such UHS has been improperly named as a Defendant to this action under prevailing Florida Law.

Plaintiff has named UHS as a party defendant to this action by virtue of its ownership interest in NDA, only. There are no separate counts against UHS that haven’t been comingled with the allegations against NDA. Florida law is clear that the mere relationship between a parent corporation and its subsidiary is not sufficient to subject a non-Florida parent corporation to long-arm jurisdiction within this state. *Gadea v. Star Cruises, Ltd.*, 949 So.2d 1143 (Fla. 3d DCA 2007). A parent corporation is not liable for torts committed by its subsidiary and cannot exercise the rights of its subsidiary. See *Am. Int’l Grp., Inc. v. Cornerstone Businesses, Inc.*, 872 So.2d 333, 336 (Fla. 2d DCA 2004). “It is only where a parent corporation exerts such extensive operational control over a subsidiary that the subsidiary is no more than an agent existing to serve only the parent’s needs, that jurisdiction over the parent exists.” *Id.* As held by the Court in *Gadea*, sharing some officers and directors, having a unified or ‘global’ strategy and goals, cross-selling in promotional materials, and performing services for one another is not sufficient

to satisfy general jurisdiction over a parent corporation. *Id.* The amount of control exercised by the parent must be high and very significant. See *State v. American Tobacco Co.*, 707 So. 2d 851 (Fla. 4th DCA 1998).

The Court in *Gadea* relied on the analysis of the Ninth Judicial Circuit in *Kramer Motors, Inc. v. British Leyland, Ltd.*, 628 F.2d 1175 (9th Cir.) when it decided that it had no jurisdiction over the parent corporation due to lack of control over its subsidiary.

The instant case is analogous to *Kramer Motors, Inc. v. British Leyland, Ltd.*, 628 F.2d 1175 (9th Cir.) *cert. denied*, 449 U.S. 1062, 101 S.Ct. 785, 66 L.Ed.2d 604 (1980). In *Kramer Motors*, the court found that there was insufficient control by the parent over the subsidiary despite: 1) some of the directors of the parent were members of the board of the subsidiary; 2) the president of the subsidiary served as a director of the parent; 3) the parent had a general executive responsibility for the subsidiary's operation and reviewed and approved the major policy decisions of the subsidiary; 4) the parent guaranteed obligations of the subsidiary to United States banks; 5) executives of the parent worked closely with executives of the subsidiary on pricing and products and sometimes traveled to the United States for meetings; 6) the parent approved the subsidiary's proposal to consolidate product distribution; and 7) the parent established goals and gave directives to the subsidiary. *Id.* at 1177. Despite the amount of involvement in *Kramer Motors* of the parent over the subsidiary, the court found that such contact was insufficient to establish an agency because no evidence was shown that the parent controlled the internal day-to-day affairs of the subsidiary. All goals and directives of the parent were "normal" and did not show "operational control" of the subsidiary by the parent necessary to establish personal jurisdiction. See also *General Cigar Holdings, Inc. v. Altadis, S.A.*, 205 F.Supp.2d 1335 (S.D.Fla.), *aff'd*, 54 Fed.Appx. 492 (11th Cir.2002), (finding no personal jurisdiction over a parent with a Florida subsidiary where despite "regular and extensive contact" and a "very close working relationship" between the parent and the subsidiary, there was no evidence that the parent controlled the subsidiary's daily "basic operation").

Gadea, 949 So. 2d at 1147.

Additionally, a parent corporation will not be held liable for the actions of its subsidiary

unless the subsidiary is deemed to be a mere instrumentality of the parent. *Unifax Inc. v. Factory Insurance Association*, 328 So.2d 448 (Fla. 1st DCA 1976). For a subsidiary to be considered a mere instrumentality of a parent corporation, there must be: (1) control of the parent over the subsidiary “to the degree that it is a mere instrumentality.” (2) parent committed fraud or wrongdoing through its subsidiary. (3) unjust loss or injury to a claimant, such as when the subsidiary is insolvent. A mere instrumentality finding is rare. See *Am. Int’l Grp., Inc. v. Cornerstone Businesses, Inc.*, 872 So. 2d 333, 337 (Fla. 2nd DCA 2004).

As held by the Supreme Court of the United States:

It is a general principle of corporate law deeply “ingrained in our economic and legal systems” that a parent corporation (so-called because of control through ownership of another corporation's stock) is not liable for the acts of its subsidiaries. Douglas & Shanks, *Insulation from Liability Through Subsidiary Corporations*, 39 Yale L.J. 193 (1929) (hereinafter Douglas); see also, e.g., Buechner v. Farbenfabriken Bayer Aktiengesellschaft, 38 Del.Ch. 490, 494, 154 A.2d 684, 687 (1959); Berkey v. Third Ave. R. Co., 244 N.Y. 84, 85, 155 N.E. 58 (1926) (Cardozo, J.); 1 W. Fletcher, *Cyclopedia of Law of Private Corporations* § 33, p. 568 (rev. ed. 1990) (“Neither does the mere fact that there exists a parent-subsidiary relationship between two corporations make the one liable for the torts of its affiliate”); Horton, *Liability of Corporation for Torts of Subsidiary*, 7 A.L.R.3d 1343, 1349 (1966) (“Ordinarily, a corporation which chooses to facilitate the operation of its business by employment of another corporation as a subsidiary will not be penalized by a judicial determination of liability for the legal obligations of the subsidiary”); cf. Anderson v. Abbott, 321 U.S. 349, 362, 64 S.Ct. 531, 537, 88 L.Ed. 793 (1944) (“Limited liability is the rule, not the exception”); Burnet v. Clark, 287 U.S. 410, 415, 53 S.Ct. 207, 208, 77 L.Ed. 397 (1932) (“A corporation and its stockholders are generally to be treated as separate entities”). Thus it is hornbook law that “the exercise of the ‘control’ which stock ownership gives to the stockholders ... will not create liability beyond the assets of the subsidiary.

United States v. Bestfoods, 524 U.S. 51, 61-62 (1998).

Plaintiff attempts to allege in a purely conclusory manner that UHS is vicariously liable for the acts and omissions of NDA’s employees and agents under the doctrine of Respondeat

Superior. However, that is simply not what Florida law provides when parent corporations are involved.

As with many principles in law, there is an exception for when a stockholder, director or officer may be held personally liable for corporate acts. That exception is when the corporate veil is pierced. However, this exception does not apply to this action or has not even been pleaded as existing to allow liability to flow to any other entity other than the corporation.

Directors, officers, and stockholders may be held personally liable for corporate acts where the corporate veil has been pierced. This exception was explained at length in *Molinos Valle Del Cibao, C. por A. v. Lama*, 633 F.3d 1330, 1349-50 (11th Cir. 2011).

It is black letter law in Florida that to disregard this corporate fiction and hold the corporation's owners liable—to “pierce the corporate veil”—the plaintiff must prove that:

- (1) the shareholder dominated and controlled the corporation to such an extent that the corporation's independent existence, was in fact non-existent and the shareholders were in fact alter egos of the corporation;
- (2) the corporate form must have been used fraudulently or for an improper purpose; and
- (3) the fraudulent or improper use of the corporate form caused injury to the claimant.

Gasparini v. Pordomingo, 972 So.2d 1053, 1055 (Fla. 3d DCA 2008) (emphasis added) (citations omitted); see also 8A Fla. Jur.2d Business Relationships § 13 (2008). “**Shareholders**” **include individuals who own stock**, see, e.g., McCormack v. Ribbeck, 702 So.2d 271, 271–72 (Fla. 1st DCA 1997), **and parent companies who own their subsidiaries**, see, e.g., 17315 Collins Ave., LLC v. Fortune Dev. Sales Corp., 34 So.3d 166, 168 (Fla. 3d DCA 2010).

The theme of ownership underlies Florida's leading case on piercing the corporate veil, Dania Jai-Alai Palace, Inc. v. Sykes, 450 So.2d 1114 (Fla. 1984). In Sykes, the plaintiff sued a parent company and its two subsidiaries. Although only one of the subsidiaries committed the tort in question, the plaintiff alleged

that the subsidiaries operated as one entity and that these subsidiaries were the “mere instrumentalities” of the parent, which should be liable for the subsidiary's actions. Id. at 1116. The trial court accepted this argument and the district court of appeal affirmed, holding that the plaintiff need not prove any fraud or wrongdoing on the part of the parent corporation, the subsidiaries' owner. Id.

The Florida Supreme Court rejected this understanding, and in doing so, based the rationale for piercing the veil on shareholder liability. *The court explained that shareholders incorporate to limit their liability, creating a separate entity that is “apart from its stockholders.”* Id. at 1118*1350 (quoting Riesen v. Md. Cas. Co., 153 Fla. 205, 14 So.2d 197, 199 (1943)). Correspondingly, *courts will not ignore this separate entity so long as the stockholders make “proper use” of this fiction; they must not use limited liability to defraud creditors.* Id. (citing Riesen, 14 So.2d at 199; Barnes v. Liebig, 146 Fla. 219, 1 So.2d 247, 253–54 (1941)). It is when shareholders “improperly disregard[] the corporate identities” that litigants may peel back the veil of limited liability and hold the corporation's owners responsible for its debts. Id.

Molinos Valle Del Cibao, C. por A. v. Lama, 633 F.3d 1330, 1349-50 (11th Cir. 2011)(emphasis added).

As alleged by Plaintiff in her Second Amended Complaint, and taking those allegations as true for purposes of this Motion to Dismiss, UHS is the parent corporation of NDA and was responsible for the oversight and management of NDA personnel. See Second Amended Complaint at Paragraph 5. For UHS to be liable for its alleged subsidiary's acts under agency theories, it must exercise control to the extent the subsidiary “manifests no separate corporate interests of its own and functions solely to achieve the purposes of the dominant corporation” *Vantage View, Inc. v. Bali East Development Corp.*, 421 S. 2d 728 (Fla. 4th DCA 1982), *modified on other grounds by Dania Jai-Alai Palace v. Sykes*, 450 So. 2d 1114 (Fla. 1984). There are no allegations contained within the Second Amended Complaint other than naked assertions of ownership and management of personnel. There are no allegations that NDA manifests no corporate interests of its own and functions “solely” to achieve the purposes of UHS. The reality

is, UHS does not maintain control of the everyday operations of NDA. For these reasons, Plaintiff has failed to establish this Court's jurisdiction over UHS and has failed to state a cognizable cause of action against UHS. Defendants respectfully request an order dismissing this action against UHS.

B. Venue is improper in Duval County, Florida as neither NDA nor UHS maintains an office or any agent or representative in said county.

Florida law provides that in an action against a domestic corporation, proper venue lies in the county where such corporation has, or usually keeps, an office for transaction of its customary business, where the cause of action accrued, or where the property in litigation is located. §47.051, Fla. Stat. Where a foreign corporation is doing business in Florida and is sued, proper venue lies in a county where such corporation has an agent or other representative, where the cause of action accrued, or where the property in litigation is located. *Id.* "When a foreign corporation has an office in Florida, it is deemed to reside in the county in which the office is located for venue purposes." *Magical Cruise Co. Ltd. v. Lohinski*, 829 So.2d 925, 927 (Fla. 3d DCA 2002); citing *Sinclair Fund, Inc. v. Burton*, 623 So.2d 587, 588 (Fla. 4th DCA 1993). "Doing business" in a county is not the sufficient to establish the residency of a foreign corporation for venue purposes. *Id.*

In this action, Plaintiff has sued NDA, a domestic corporation, and UHS, a foreign corporation. Where a plaintiff has sued two or more defendants, the action can be brought in any county in which any defendant resides. §47.021. As provided in the Second Amended Complaint, NDA conducts its business in Lake County, Florida and the cause of action accrued in Lake County, Florida. UHS does not maintain any offices in Duval County, and no agent or representative of UHS resides in Duval County. The only designated agent UHS maintains in the

State for service of process is located in Broward County, Florida¹. Additionally, NDA does not keep an office in Duval County, Florida for transaction of its customary business.

Additionally, §47.122 of the Florida Statutes governs the transfer of venue from one Florida county to another on the basis of *forum non conveniens*. *Pep Boys v. Montilla*, 62 So. 3d 1162, 1165 (Fla. 4th DCA 2011). Under said statute, a plaintiff's forum selection is presumptively correct and the burden is on the defendant to show either substantial inconvenience or that undue expense requires change for the convenience of the parties or witnesses. *Cardelles v. Catholic Health Servs., Inc.*, 14 So. 3d 1025, 1027 (Fla. 4th DCA 2009); citing *Eggers v. Eggers*, 776 So.2d 1096, 1098 (Fla. 5th DCA 2001). "The most important consideration of the three statutory factors in section 47.122 is the convenience of the witnesses." *Wynn Drywall, Inc. v. Aequicap Program Administrators, Inc.*, 953 So. 2d 28, 30 (Fla. 4th DCA 2007); citing *Brown & Williamson Tobacco Corp. v. Young*, 690 So.2d 1377, 1379 (Fla. 1st DCA 1997). The plaintiff's forum selection is no longer the "factor of over-riding importance." *Pep Boys*, 62 So. 3d at 1165; citing *Hu v. Crockett*, 426 So.2d 1275, 1279 (Fla. 1st DCA 1983). The court must know who the witnesses are and the significance of their testimony in order to consider the convenience of the witnesses. *Id.* Where the complaint itself shows on its face that a *forum non conveniens* transfer is warranted, the parties need not submit affidavits or other evidence that will shed light on the convenience of the parties and witnesses and the interest of justice. *Cardelles*, 14 So. 3d at 1027.

Transfer to Lake County, Florida would provide a more convenient forum to the parties as that is where the cause of action accrued, and where the majority of Defendants' witnesses, records, and materials are located. The amount of NDA employees who treated and cared for D.O. over the course of his stay at NDA is extremely voluminous. This case is one of three that

¹ CT Corp, 1200 South Pine Island Road, Plantation, Florida 33324.

has been filed by the same Plaintiff's counsel alleging substantially similar violations against NDA and UHS. Without question, litigation of all three present cases in Duval County, Florida would present an enormous expense and inconvenience to Defendants and the NDA employees who work and reside in or around Lake County, Florida. Additionally, Plaintiffs in all three cases filed against NDA and UHS do not even reside in Duval County, Florida, which eliminates any argument as to convenience of the Plaintiffs. In fact, other than Plaintiffs' counsel's local office, there does not appear to be any connection whatsoever between the claims alleged and Duval County.

For the reasons stated here, Defendants respectfully request this Court dismiss the action due to improper venue, or alternatively, transfer this matter to Lake County, Florida, where this cause of action accrued and venue properly lies.

C. Count I of Plaintiff's Second Amended Complaint fails to state a cause of action and must be dismissed.

Count I of Plaintiff's Second Amended Complaint is titled "General Allegations" and attempts to set forth a claim for relief based on recitation of purported duties owed by NDA and UHS pursuant to various Florida Statutes and Chapter 65E of the Florida Administrative Code. Count I contains no allegations of a breach of a duty, causation, or facts establishing damages. However, Plaintiff includes a prayer for relief at the conclusion of this Count. This is inappropriate and not supported by any of the statements contained within that Count. As such, Defendants respectfully request this Court dismiss Count I of Plaintiff's Second Amended Complaint for failure to state a cause of action.

D. Count II of Plaintiff's Second Amended Complaint fails to state a cause of action and must be dismissed.

Plaintiff attempts to make a claim for general negligence against Defendants, however does so by relying on the same facts and circumstances used to make a claim for medical

negligence. The allegations made by Plaintiff in this Count all sound in medical negligence and involve medical care and treatment, as contemplated under Chapter 766 of the Florida Statutes. By way of example, Plaintiff alleges that Defendants failed to ensure proper nutrition and food and hydration intake for D.O.; failed to timely conduct a nutritional screening or assessment of D.O. by a nutritionist or registered dietician; failed to properly and adequately set forth a proper daily living care plan. In fact, most of the allegations in Count II are substantially similar to those in Count III (allegations of medical negligence), with some slight variations. To the extent Plaintiff is suggesting that the allegations contained therein are anything other than medical negligence allegations that would not require a medical negligence standard of care, these Defendants would move to dismiss same as such allegations clearly sound in medical negligence. *See Indian River Memorial Hospital, Inc. v. Browne*, 44 So.3d 237, 238-39 (Fla. 4th DCA 2010). If the alleged injury arises out of the provision or failure to provide medical care, Chapter 766 applies. To the extent that the allegations contained within Count II of the Second Amended Complaint is duplicative of the allegations contained in Count III of the Second Amended Complaint, and no general negligence allegations have been raised in Count II, Defendants respectfully request this Court dismiss Count II of Plaintiff's Second Amended Complaint for failure to state a cause of action.

E. Counts IV of Plaintiff's Second Amended Complaint fails to state a cause of action and must be dismissed.

In Count IV, Plaintiff attempts to make a claim for abuse and neglect of a child under Chapter 394, Fla. Stats. Plaintiff relies upon Chapters 393 and 394 for the proposition that Defendant owed a statutorily mandated duty of care to D.O., which they breached, and as a result are entitled to recover damages. However, the statute sections cited by Plaintiff do not provide for a private cause of action for purported violations of said statutes. The only authority

authorized to take any action against a "licensee" pursuant to Chapter 393, Fla. Stats., is the Agency for Persons with Disabilities. See §393.0673, Fla. Stat.

Under Chapter 394, the Department of Children and Families is the only authority authorized to report violations of the rights or privileges of patients to the Agency for Health Care Administration ("ACHA"). ACHA is then authorized to impose sanctions upon a facility or health care professional based solely on the investigation and findings of DCF. See §394.459 (9), Fla. Stat. Although §394.459 (10), Fla. Stat. provides that "any person who violates or abuses any rights or privileges of patients provided by this part is liable for damages as determined by law", Plaintiff has failed to specify what damages she is entitled to under law that are not otherwise duplicative of the damages she seeks to obtain under the other three Counts of the Second Amended Complaint. In fact, Plaintiff cites to the same or similar allegations/violations as in her other Counts. Count IV is not a separate cause of action, but merely a duplication of Counts I and II.

For the reasons stated herein, Defendants respectfully request this Court dismiss Count IV of Plaintiff's Second Amended Complaint for failure to state a cause of action.

III. CONCLUSION

As argued above, UHS is not a proper party to this lawsuit and Plaintiff has filed this action in an improper venue. Furthermore, Plaintiff has failed to state causes of action in Counts I, II, III and IV. There is no valid claim of "simple negligence" separate from any medical negligence claim. Also, there is no statutory claim against NDA or UHS under Chapter 393 of the Florida Statutes. Any claim raised under Chapter 394, Fla. Stats., is also duplicative of the allegations raised in the medical negligence Count (III). For all of the reasons cited and argued above, Plaintiff's Second Amended Complaint against NDA and UHS should properly be

dismissed.

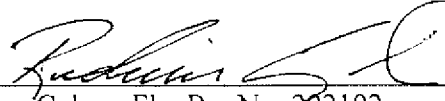
Should any of Plaintiff's claims against the Defendants survive dismissal, Defendants respectfully request this case be transferred to the appropriate venue in Lake County, Florida.

WHEREFORE, Defendants, THE NATIONAL DEAF ACADEMY, LLC d/b/a NATIONAL DEAF ACADEMY, a/d/b/a NATIONAL DEAF ACADEMY and UNIVERSAL HEALTH SERVICES, INC., respectfully request an Order Dismissing Plaintiff's Second Amended Complaint against them, requiring a more definite statement as applicable, and any other relief deemed appropriate by this Court.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via Electronic mail on October 12, 2015 to **Bruce A. Maxwell, Esq.**, For Plaintiff, Terrell Hogan, P.A., maxwell@terrellhogan.com

THE LAW OFFICE OF JAY COHEN, P.A.
Counsel for Defendants
100 S.E. 3rd Avenue, Suite 1500
Fort Lauderdale, FL 33394
954-763-6939 / Fax: 954-763-6093
pleadings@jaycohenlaw.com

By: 
Jay Cohen, Fla. Bar No. 292192
Rudwin Ayala, Esq., Fla. Bar No. 0084005

HOLLAND & KNIGHT
Co-Counsel for Defendants
50 North Laura Street, Suite 3900
Jacksonville, FL 32202
904-798-7273/ Fax: 904-358-1872
fred.page@hklaw.com

By: /s/Frederick D. Page
Frederick D. Page, Fla. Bar No. 968587

IN THE CIRCUIT COURT OF THE FOURTH
JUDICIAL CIRCUIT IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO.: 2014-CA-6520
DIVISION: CV-E

CHRISTINE OGDEN, individually and
as parent and natural guardian of
D.O., a minor child.

Plaintiffs,

v.

JURY TRIAL DEMANDED

THE NATIONAL DEAF ACADEMY, LLC
d/b/a NATIONAL DEAF ACADEMY, a/d/b/a
NATIONAL DEAF ACADEMY, a Behavioral
Health System, a Florida Limited Liability
Company and UNIVERSAL HEALTH
SERVICES, INC.,

Defendants.

SECOND AMENDED COMPLAINT FOR DAMAGES

COME NOW the Plaintiffs, CHRISTINE OGDEN, individually and as parent and natural guardian of D.O., a minor child, by and through their undersigned counsel, and files this Second Amended Complaint for Damages against Defendants, THE NATIONAL DEAF ACADEMY, LLC d/b/a NATIONAL DEAF ACADEMY a/d/b/a NATIONAL DEAF ACADEMY BEHAVIORAL HEALTH SYSTEM and UNIVERSAL HEALTH SERVICES, INC., and states as follows:

JURISDICTION AND VENUE

1. This is an action for damages, which exceed the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00), exclusive of costs and interest, and otherwise within the jurisdiction of this Court.



2. Venue is proper in this Court because the Defendants have an agent or other representative in Duval County, Florida.
3. Plaintiff, CHRISTINE OGDEN, who was at all times relevant hereto the parent and natural guardian of D.O.
4. The Defendant, THE NATIONAL DEAF ACADEMY, LLC d/b/a NATIONAL DEAF ACADEMY a/d/b/a NATIONAL DEAF ACADEMY BEHAVIORAL HEALTH SYSTEM (hereinafter "NDA") was, and is, a Florida Limited Liability Company, authorized and registered to do business in the State of Florida, and conducting business in Lake County, Florida. As the employer of personnel involved in the safety, supervision, care and treatment of D.O., the NDA is vicariously liable for the acts and omissions of its employees and agents under the doctrine of *Respondeat Superior*.
5. Pursuant to §48.193, Florida Statutes, the Defendant, UNIVERSAL HEALTH SERVICES, INC., (hereinafter "Universal") was, and is, a Delaware Corporation, authorized to do business in the State of Florida, is subject to personal jurisdiction in the State of Florida, because it operates, conducts and carries on a business or business venture with an agent or other representative in Duval County, Florida. Universal is the parent corporation of THE NATIONAL DEAF ACADEMY, LLC d/b/a NATIONAL DEAF ACADEMY a/d/b/a NATIONAL DEAF ACADEMY BEHAVIORAL HEALTH SYSTEM, responsible for the oversight and management of NDA personnel, and as such, is vicariously liable for the acts and omissions of its employees and agents under the doctrine of *Respondeat Superior*.

6. At all times material, Defendants owned, managed, administered, maintained and/or operated a residential treatment facility for developmentally disabled persons located at 19650 U.S. 441, in Mount Dora, Lake County, Florida.
7. The Defendant, DNA, licensed by the State of Florida Agency for Health Care Administration to operate a residential treatment facility and/or a residential treatment center for children and adolescents in Lake County, Florida, subject to the provisions of Chapters 393 and 394 of the Florida Statutes, and Chapter 65E of the Florida Administrative Code.

STATEMENT OF PROCEDURE

8. On September 12, 2014, the Plaintiffs caused to be mailed and served by certified U.S. Mail, Return Receipt Requested, their Notice of Intent to initial litigation for “medical malpractice” upon the National Deaf Academy, LLC d/b/a National Deaf Academy, a/d/b/a National Deaf Academy, a Behavioral Health System, a Florida Limited Liability Company and Universal Health Services, Inc., pursuant to the authority of Florida Statutes §766.106 and Rule 1.650 of the Florida Rules of Civil Procedure.
9. On September 16, 2014, the applicable “Notice” was received by National Deaf Academy, or by representatives bearing a legal relationship to the Defendant.
10. On September 17, 2014, the applicable “Notice” was received by Universal Health Services, Inc., or by representatives bearing a legal relationship to the Defendant.
11. In a letter dated December 16, 2014, the Defendants, National Deaf Academy and Universal Health Services, Inc., by and through their authorized representatives, rejected the claims. Said letter was received by Plaintiffs’ representative on December 17, 2014.

12. Any other conditions precedent hereto have been performed or have occurred prior to the filing of this action.
13. On or about May 12, 2014, Plaintiffs caused to be filed in the Fifth Judicial Circuit Court in and for Lake County, Florida, a *Petition to Clerk for 90 Day Extension of Statute of Limitations*, pursuant to authority of Section 766.104(2) Florida Statutes.

COUNT I - GENERAL ALLEGATIONS

14. Chapter 65E of the Florida Administrative Code contains regulations of the Florida Department of Health and Rehabilitative Services, and imposes duties of care upon residential treatment facilities and residential treatment centers for children and adolescents, such as NDA, and their employees, agents and consultants. These regulations mandate the protection of a particular class of persons, *i.e.*, residential facility and center residents, like D.O., because of their inability to protect themselves and communicate motives of staff or resident abuse.
15. Chapter 65E of the Florida Administrative Code is intended to protect residential treatment facility and/or residential treatment center residents from injuries caused by neglect, abuse, inadequate care, treatment and services.
16. This action is brought, in part, pursuant to Florida Statutes, §393 and §394, Chapter 65E of the Florida Administrative Code, and under and pursuant to Florida Statute §768.16 and §768.18.
17. At all times material, Defendant, NDA, acted by and through its officers, directors, agents, servants, representatives, administrators and employees, who at all times material, conducted themselves within the course and scope of their authority, and/or employment and/or agency.

18. At all times material, D.O. was a developmentally disabled child who had been admitted to and was residing at Defendants' facility in Mount Dora, Florida, and was helpless to care for himself.

19. During the time period of time from February 11, 2010 to November 1, 2010, D.O. was under the permanent care of NDA.

WHEREFORE, Plaintiffs, CHRISTINE OGDEN, individually and as parent and natural guardian of D.O., a minor child, demands judgment for damages against the Defendants in excess of Fifteen Thousand Dollars (\$15,000.00), post judgment interest as allowable by law, any and all costs and attorney's fees allowable by law, and demands trial by jury of all issues so triable.

COUNT II – ALLEGATIONS OF NEGLIGENCE

The Plaintiffs adopt by reference all of the allegations contained in Paragraphs 1 through 19 above.

20. At all times material, Defendants owed D.O. a duty to exercise reasonable care for his health and safety under the circumstances of his physical and mental condition during his residency at NDA.

21. The Defendants owed D.O. the duty to provide him with appropriate care, which included, but was not limited to, the duty to comply with applicable regulations, including Chapter 65E of the Florida Administrative Code, and Chapters §393 and §394 of the Florida Statutes.

22. The Defendants were negligent and breached their respective duties of care owed to D.O., during the course of his admission, in at least the following ways:

- a. Failure of management and staff to establish, follow and implement a proper plan of care for D.O.;

- b. Failing to adequately train, supervise and monitor employees and D.O.'s caretakers on his need for supervision and monitoring of his daily living activities;
- c. Failing to ensure proper nutrition and food and hydration intake for D.O.;
- d. Failing to timely conduct a nutritional screening or assessment of D.O. by a nutritionist or registered dietician;
- e. Failing to properly and adequately set forth a proper daily living care considering D.O.'s physical, behavioral, and emotional needs, developmental level and chronological age, primary diagnosis, family situation, education level and expected length of stay;
- f. Failing to use appropriate remedial techniques to the extent D.O. was at all himself non-compliant with his daily care regimen;
- g. Failing to follow its own policies and procedures;
- h. Failing to protect D.O. from physical harm by staff or other residents;
- i. Failing to properly care D.O., a minor child;
- j. Failing to properly recognize NDA was unable to adequately care for D.O., a minor child;
- k. Failing to provide D.O. with clean, sanitary and safe living conditions;
- l. Allowing or otherwise enabling D.O. to have access to and observe pornographic materials or illicit sexually oriented materials on a regular basis;
- m. Failing to implement necessary safety precautions for D.O., a minor child in order to prevent him from injury or exacerbation of physical and mental conditions; and
- n. Other acts of negligence which may be revealed during discovery.

23. Plaintiffs first learned of Defendant's negligence on or about January 24, 2013.

Plaintiffs did not discover and could not have discovered, with the exercise of due diligence, Defendants' negligent conduct at any sooner time.

24. As a direct and proximate result of Defendants', negligence and violation of D.O.'s resident rights, D.O. suffered physical injury, aggravation of a pre-existing condition, pain and suffering, disability, disfigurement, mental anguish, loss of enjoyment of life, and Plaintiff, Christine Ogden, as Parent of D.O., has incurred medical expenses in the care and treatment of D.O.'s injuries, all of which are permanent or continuing in nature, and Plaintiff or D.O. himself, will suffer the losses and impairment in the future.

WHEREFORE, Plaintiffs, CHRISTINE OGDEN, individually and as parent and natural guardian of D.O., a minor child, demands judgment for damages against the Defendants in excess of Fifteen Thousand Dollars (\$15,000.00), post judgment interest as allowable by law, any and all costs and attorney's fees allowable by law, and demands trial by jury of all issues so triable.

COUNT III – ALLEGATIONS OF MEDICAL NEGLIGENCE

The Plaintiffs adopt by reference all of the allegations contained in Paragraphs 1 through 24 above.

25. As more specifically set forth herein, the Plaintiff, D.O., a minor, was a patient of National Deaf Academy and Universal Health Services for the purposes of being treated for physical, psychological and behavioral health care services. Hence, the Defendants had a duty to provide health care services to the Plaintiff, D.O., a minor, which were consistent with the prevailing professional standards.

26. During the course of his admission, D.O., a minor, received care and treatment from Defendants which fell below the accepted standard of care in the treatment of the Plaintiff, D.O., a minor, in one or more in the following respects:
- a. Inadequate training of the staff rendering care during the course of admission;
 - b. Inadequate supervision of the staff rendering care during the course of admission;
 - c. Inadequate treatment plan to address the medical needs of D.O., during the course of admission;
 - d. Inability of National Deaf Academy to update and amend D.O.'s treatment plan in light of new activity or psychological based issues that arose during the course of his admission, thereby rendering the existing treatment plan ineffective;
 - e. Failure to amend the treatment plan upon notice that current interventions rendered ineffective;
 - f. Improper staffing levels for monitoring D.O.'s outdoor/recreational resident activities;
 - g. Failure to protect D.O. from harm by staff or other residents at National Deaf Academy;
 - h. Improper retention of staff upon learning that the current staff at National Deaf Academy were unable to manage and properly care for D.O. during the course of his admission;
 - i. Improper use of physical and chemical restraints during admission;
 - j. Improper use of punishment or withholding procedures as a form of therapy;
 - k. The conscious disregard for the health, safety and wellbeing of D.O. during the course of his admission;

- l. Failure to implement necessary safety precautions related to D.O.;
- m. Enabling staff to engage inappropriate bodily touching with D.O.; and
- n. Enabling M.R. to view sexually elicit material.

27. As a direct and proximate result of the medical negligence of the Defendants, as set forth herein, the Plaintiff, D.O., a minor, has suffered bodily injury and resulting pain and suffering, mental anguish, disability and loss of the capacity for the enjoyment of life. These losses are permanent or continuing in nature and he will suffer from them in the future.
28. As a direct and proximate result of the negligence of the Defendants, as set forth herein, the Plaintiff, Christine Ogden, has incurred expenses of hospitalization, medical and nursing care and treatment for Plaintiff, D.O., a minor; and will in the future incur such expenses and psychological expenses while D.O. is a minor until he reaches the age of majority or is otherwise deemed legally competent.
29. As a direct and proximate result of the medical negligence of the Defendants, as set forth herein, the Plaintiff, D.O., a minor, will in the future, when he attains the age of majority or is otherwise deemed legally competent, incur expense of hospitalization, medical, psychological, nursing care and treatment.
30. The undersigned counsel hereby certifies that he has made a reasonable investigation as permitted by the circumstances which have given rise to a good faith belief that grounds exist for a bringing of this action. In support of counsel's certification, attached hereto and marked as Exhibit "A" is the Verified Written Medical Expert Opinion of Joseph A. Shrand, M.D. attesting to the foregoing factual matters, violations of the applicable standard of care and further verifying that reasonable grounds exist to

initiate medical negligence litigation against the Defendants, the National Deaf Academy, LLC and Universal Health Services, Inc.

WHEREFORE, Plaintiffs, CHRISTINE OGDEN, individually and as parent and natural guardian of D.O., a minor child, demands judgment for damages against the Defendants in excess of Fifteen Thousand Dollars (\$15,000.00), post judgment interest as allowable by law, any and all costs and attorney's fees allowable by law, and demands trial by jury of all issues so triable.

**COUNT IV – CLAIM FOR ABUSE AND NEGLECT OF A
CHILD PURSUANT TO FLORIDA STATUTES, CHAPTER §394,
THE FLORIDA MENTAL HEALTH ACT**

The Plaintiffs adopt by reference all of the allegations contained in Paragraphs 1 through 30 above.

31. The Defendants owed a statutorily mandated duty of care to D.O. which required Defendants to honor D.O.'s rights as set forth in Florida Statutes; Chapters 393 and 394. These rights included, but were not limited to:

- a. Affording him the right to be free from abuse, including abuse, neglect and exploitation from staff or other residents;
- b. Affording him or his parent/natural guardian, the right to be fully informed of his medical condition and proposed treatment;
- c. Affording him the right to receive adequate and appropriate health care and protective support services;
- d. Affording him the right to be treated courteously, fairly and with a measure of dignity;
- e. Affording him the right to be free from mental and physical abuse; and

- f. Compliance with all regulations for the operations of residential treatment centers promulgated by the Department of Health and Rehabilitative Services and contained in Florida Administrative Code 65E.
32. The Defendants breached the statutorily defined duties owed to D.O. and violated D.O.'s statutorily guaranteed rights, in at least the following ways:
- a. Failing to supervise and/or monitor D.O.'s known health and mental conditions;
 - b. Failing to establish, follow and implement a proper plan of care for D.O.;
 - c. Failing to adequately train, supervise and monitor employees and D.O.'s caretakers on D.O.'s need for supervision and monitoring;
 - d. Failing to properly and adequately set forth a treatment plan clinically considering D.O.'s physical, behavioral, and psychological needs, developmental level and chronological age, multi-level diagnosis, educational level and expected length of stay;
 - e. Failing to document, monitor, maintain or supervise D.O.'s institutional needs;
 - f. Failing to use appropriate remedial techniques to the extent D.O. was at all himself non-compliant with his daily care regimen, or was otherwise incapable of compliance.
 - g. Failing to properly train and supervise staff during the course of D.O.'s resident stay;
 - h. Failing to amend D.O.'s treatment plan upon notice that current interventions were rendered ineffective;
 - i. Failing to protect D.O. from harm by staff or other residents at NDA;
 - j. Failing to implement necessary safety precautions related to D.O.;

- k. Improperly using physical or chemical restraints;
- l. Improperly maintaining low staff levels for monitoring D.O.'s activities; and
- m. Improper retention of staff upon learning of inadequacies during D.O.'s stay.

33. As a direct proximate result of the Defendants' above described breaches of their duties of care and violations of Florida Statutes, the Plaintiffs, CHRISTINE OGDEN, individually and as parent and natural guardian of D.O., a minor child, is entitled to recover damages that include, but are not limited to claims for D.O.'s mental pain and suffering, physical pain and suffering, medical expenses incurred in treating D.O. for his injuries, and such other damages as are allowed under Florida law.

WHEREFORE, the Plaintiffs, CHRISTINE OGDEN, individually and as parent and natural guardian of D.O., a minor child, demands judgment against the Defendants, THE NATIONAL DEAF ACADEMY, LLC d/b/a NATIONAL DEAF ACADEMY, a/d/b/a NATIONAL DEAF ACADEMY, a Behavioral Health System, Florida LLC, and UNIVERSAL HEALTH SERVICES, INC., in excess of Fifteen Thousand Dollars (\$15,000.00), post judgment interest as allowable by law, any and all costs and attorney's fees as allowable by law and demands trial by jury of all issues so triable.

Dated: September 22, 2015

RESPECTFULLY SUBMITTED,

TERRELL HOGAN, P.A.

/s/ Bruce A. Maxwell
Bruce A. Maxwell, Esquire
Florida Bar No. 903531
233 East Bay Street, 8th Floor
Jacksonville, Florida 32202
Telephone: (904) 632-2424
Facsimile: (904) 632-2027
maxwell@terrellhogan.com
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 22, 2015, the foregoing document has been electronically filed with the Clerk of Court via ECF system and the email service hereof will be effected by the E-Filing Portal upon: Jay Cohen, Esquire, Jeffrey L. Blostein, Esquire, Elizabeth Schoenthal, Esquire, Rudwin Ayala, Esquire, The Law Office of Jay Cohen, P.A., One Financial Plaza 100 SE 3rd Avenue, Suite 1500, Fort Lauderdale, FL 33394, Pleadings@jaycohenlaw.com and vpiedra@jaycohenlaw.com; and to Frederick Page, Esquire, Holland & Knight, 50 North Laura St, #3900, Jacksonville, Florida, email: Fred.page@hklaw.com.

TERRELL HOGAN, P.A.

//s/ Bruce A. Maxwell
Bruce A. Maxwell, Esquire
Florida Bar No. 903531

IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

CASE NO.: 2014-CA-6520
DIVISION: CV-E

CHRISTINE OGDEN, individually and
as parent and natural guardian of
D.O., a minor child.

Plaintiff,

v.

THE NATIONAL DEAF ACADEMY, LLC
d/b/a NATIONAL DEAF ACADEMY, a/d/b/a
NATIONAL DEAF ACADEMY, a Behavioral
Health System, a Florida Limited Liability
Company and UNIVERSAL HEALTH
SERVICES, INC.,

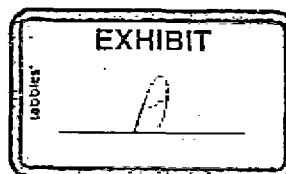
Defendants.

VERIFIED WRITTEN MEDICAL EXPERT OPINION OF
JOSEPH A. SHRAND, M.D.

STATE OF MASSACHUSETTS
COUNTY OF PLYMOUTH

BEFORE ME, the undersigned authority, personally appeared, JOSEPH A. SHRAND,
M.D., who, having been first duly sworn, deposes and states as follows:

1. My name is Joseph A. Shrand. I am over 18 years of age and I am not suffering from any legal disability which would render me incompetent to give the within Verified Opinion.
2. I have personal knowledge of the facts contained herein. I swear under oath, that the facts set forth herein are true and correct.



3. I am a board certified licensed psychiatrist regularly engaged in the practice of psychiatry, specifically my areas of specialty are child and adolescent psychiatry, adult psychiatry, and addiction medicine. My American Board of Psychiatry and Neurology Specialties certifications are adult psychiatry and neurology, and my subspecialty certification is child and adolescent psychiatry. I am also a Diplomat of the American Board of Addiction Medicine in addiction medicine. I am licensed as a psychiatrist in the State of Massachusetts and the appropriate regulatory agencies having jurisdiction over the practice of my profession in the location in which I practice. I graduated from the Cincinnati College of Medicine and Surgery on June 30, 1990. My post graduate training included adult resident psychiatry at the Institute of Living and University of Connecticut from July 1, 1990 to June 30, 1993, Massachusetts General Hospital, child psychiatry from July 1, 1993 to June 30, 1995, and McLean Hospital, Child Psychiatry Fellow from July 1, 1993 to June 30, 1995. I am currently the medical director of the following psychiatric facilities and programs: the medical director of CASTLE (Clean and Sober Teens Living Empowered) which is a new intervention unit for at-risk teens; and the medical director of Road to Responsibility, a community based program that tends to adults with significant developmental disability. I also see outpatients through Whitman Counseling Center, a subsidiary of BAMSI (Brockton Area Multi-Services, Inc.). I am an Instructor of Psychiatry at Harvard Medical School. I routinely give lectures on the Theory of Mind and its application to re-conceptualize the behaviors of patients. A current Curriculum Vitae, which more fully states my education,

academic appointments, honors and awards, as well as illustrated professional publications, is attached to my Affidavit as Exhibit "A".

4. I make this Verified Opinion based upon my own personal knowledge as a licensed psychiatrist, and upon a review of the medical records provided to me in connection with this case.
5. To the best of my knowledge and belief, no expert opinion of mine has ever been disqualified in a Court of law. Furthermore, I have not been found guilty of fraud or perjury in any jurisdiction.
6. I have reviewed the following medical records and other materials pertinent to D.O.:
 - a. National Deaf Academy from February 11, 2010 to November 1, 2010;
 - b. Children's National Medical Center located in Washington, D.C.;
 - c. Jackson Memorial Hospital located in Miami, Florida.
 - d. ALL Pediatrics located in Alexandria, Virginia;
 - e. Child Study and Treatment Center located in Lakewood, Washington;
 - f. Dr. Michael Herkov verified opinion dated September 12, 2014;
 - g. Christine Ogden, guardian, unsworn statement taken on October 30, 2014;
 - h. Photographs (various of family, et cetera);
 - i. AHCA letter re: findings of NDA investigations dated December 31, 2014;
 - j. World Assoc of Children & Parents (Shi Hua Dang, former name of Daniel Ogden);
 - k. Video recording of Daniel Ogden on May 1, 2014;
 - l. Amended Complaint filed in the Fourth Judicial Circuit, Duval County, Florida, case # 2014-CA-6520; and

m. Presuit discovery responses between the plaintiffs and defendants named in this civil action.

7. I am familiar with and have personal knowledge of the standard of care and skill required of psychiatrist and mental healthcare practitioners generally, under the same conditions and like circumstances as they were presented by D.O., while under the care of National Deaf Academy from February 11, 2010 to November 1, 2010. I have actively practiced in the field of clinical psychiatry from at least 1990 to the present. During that time, I have evaluated and treated minor children on a regular basis as part of my psychiatric general practice as well as in institutional settings, like those experienced by D.O.
8. Based upon my review of the foregoing records and based upon my education, training and experience in dealing with similar psychiatric treatment procedures in both private and institutional settings, it is my professional opinion, that the care and treatment rendered to D.O. from February 11, 2010 to November 1, 2010, by National Deaf Academy, its personnel, agents or employees, fell below the applicable standard of care, under the circumstances, for the following reasons (these opinions may be amended after additional information is provided in the subject litigation):
 - a. Inadequate training of staff rendering care during the course of admissions;
 - b. Inadequate supervision of staff rendering care during the course of admissions;
 - c. Inadequate treatment plan to address the behavioral and mental health needs of D.O. during the course of his admission;

- d. Inability of National Deaf Academy to update and amend D.O.'s treatment plan in light of new activity or psychological based issues that arose during the course of his admission, thereby rendering the existing treatment plan ineffective;
 - e. Failure to amend the treatment plan upon notice that current interventions were rendered ineffective;
 - f. Improper staffing levels for monitoring D.O.'s outdoor/recreational resident activities;
 - g. Failure to protect D.O. from harm by staff or other residents at National Deaf Academy;
 - h. Improper retention of staff upon learning that the current staff at National Deaf Academy were unable to manage or properly care for D.O. during the course of his admission;
 - i. Permitting D.O. to engage in self abusive activity during the admission;
 - j. Improper use of physical and chemical restraints during admission;
 - k. Improper use of punishment or withholding procedures as a form of therapy;
 - l. Conscious disregard for the health, safety and wellbeing of D.O. during the course of his admission; and
 - m. Failure to implement necessary safety precautions related to D.O.
9. All the opinions set forth herein are made to a reasonable degree of medical certainty.
10. These opinions are rendered for the purpose of presenting a verified written medical expert report and serves as corroboration of the claims of negligence by Christine Ogden, as parent and guardian of D.O., a minor child, while a resident at National Deaf Academy.

11. Pursuant to Florida Statute 458.3175, I hold a valid Medical Doctor Expert Witness Certificate (certificate # MEEW3057) from the Florida Board of Medicine allowing me to provide this verified written medical expert opinion.

Under penalties of perjury, I declare that I have read the foregoing and that the facts and opinions stated in it are true.

FURTHER, AFFIANT SAYETH NOT, this 12th day of August, 2015.


JOSEPH A. SHRAND, M.D.

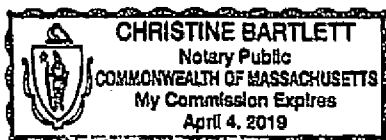
Sworn to and subscribed before me this 12th day of August, 2015, by
JOSEPH A. SHRAND, M.D.

Personally known _____
or Produced Identification 265824911
Type of Identification Mass Drivers


NOTARY PUBLIC

My commission expires:

(SEAL)



IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA.

CASE NO.: 16-2014-CA-6520 XXXX MA
DIVISION: CV-E

**CHRISTINE OGDEN, individually
and as parent and natural guardian
of D.O., a minor child,**
Plaintiff;

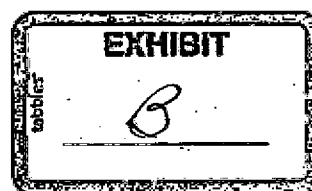
VS.

**THE NATIONAL DEAF ACADEMY,
LLC, d/b/a NATIONAL DEAF ACADEMY,
a/d/b/a NATIONAL DEAF ACADEMY,
a Behavioral Health System, a Florida
Limited Liability Company and
UNIVERSAL HEALTH SERVICES, INC.,**
Defendant.

**ORDER ON DEFENDANTS' MOTION TO DISMISS PLAINTIFF'S
SECOND AMENDED COMPLAINT**

Defendants have moved to dismiss Plaintiff's Second Amended Complaint raising several grounds, in addition to requesting that this court transfer the venue of this case to Lake County, Florida. The court deferred ruling on all matters raised in Defendants' motion except those related to proper venue.

In reviewing the Second Amended Complaint, the Plaintiff has alleged in paragraph 5 that Defendant Universal Health Services, Inc. ("UHS"), is a foreign corporation that "operates, conducts, and carries on a business or business venture with an agent or other representative in Duval County, Florida." This is sufficient to meet the technical requirements of the venue provisions of sec. 47.051, Fla. Stat., which give a plaintiff the choice to file suit against a foreign corporation in a county where the corporation has an agent or other representative. Furthermore,



sec. 47.021, Fla. Stat., authorizes a plaintiff in a case involving multiple defendants to file suit in any county where a defendant resides. Defendants have not provided any documentation, sworn affidavits, or testimony that would contradict Plaintiff's venue allegations. Thus, the motion is denied as to improper venue based on the technical requirements of the Florida venue statutory provisions.

Defendants also seek transfer of venue to Lake County on the grounds of *forum non conveniens* under sec. 47.122, Fla. Stat. Towards that end, Defendants contend that all of the witnesses reside in and around the Mt. Dora area in Lake County, the actions and inactions that form the basis of the cause of action all allegedly took place in Lake County, and that none of the Plaintiffs in the three pending cases reside in Florida, much less Duval County. Plaintiff's counsel conceded that currently most of the witnesses involved in the allegations live in and around the Lake County area and that the Plaintiffs all reside out of state. Clearly, the allegations in the Complaint allege matters that occurred in Lake County. However, Plaintiff points out that they have alleged UHS' involvement in the management and control of the facility where the alleged torts occurred and Defendants have provided no evidence in the form of an affidavit or otherwise that the UHS agents or employees that reside and work in Duval County had no involvement with the management and oversight of the Lake County facility.

In light of having no evidence about UHS' Duval County operations, the court orders that the following shall occur:

1. The hearing on transfer of venue on the ground of *forum non conveniens* is hereby continued;
2. Defendants have until the close of business on January 29, 2016 to serve upon opposing counsel, with a copy to the court, a supplemental affidavit addressing these issues;

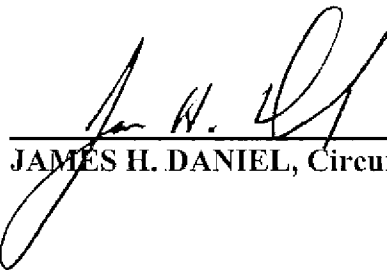
3. If no affidavit is served, the court will proceed to rule based on the stipulations and the four corners of the Second Amended Complaint;

4. If an affidavit is served, then Plaintiff shall have the opportunity to depose the individual or individuals providing the affidavit in order to contest the motion;

5. A stay on all other discovery is imposed until the venue issue is finally resolved;

6. All other matters raised in the motion to dismiss are deferred until an appropriate time in the future.

DONE AND ORDERED in Chambers at Jacksonville, Duval County, Florida, this 22nd day of January, 2016.



JAMES H. DANIEL, Circuit Judge

Copies furnished to:

Bruce A. Maxwell., Esquire
Jay Cohen, Esquire

IN THE CIRCUIT COURT OF THE 4th
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CHRISTINE OGDEN, individually and
as parent and natural guardian of
D.O., a minor child,

CASE NO. 2014-CA-6520; Div. CV-E

Plaintiff,

vs.

THE NATIONAL DEAF ACADEMY, LLC
d/b/a NATIONAL DEAF ACADEMY,
a/d/b/a NATIONAL DEAF ACADEMY, a
Behavioral Health System, a Florida Limited
Liability Company and UNIVERSAL
HEALTH SERVICES, INC.,

Defendants.

AFFIDAVIT OF MIA MELONI

I, Mia Meloni, hereby declare and attest that all statements contained herein are true and accurate:

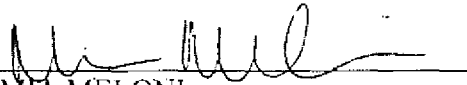
1. I am over eighteen years of age, am a resident of Pennsylvania, and I make this declaration based upon personal knowledge.
2. I have been Associate General Counsel for UHS of Delaware, Inc. for over 4 years. UHS of Delaware, Inc. is a wholly owned subsidiary of, and serves as the management company to, Universal Health Services, Inc. (hereinafter "UHS").
3. Everything that I attest to in this declaration is based upon my knowledge and review of UHS's books and records, specifically pertinent to UHS locations and presence throughout the State of Florida.
4. Based upon said knowledge and review, I declare the following:
 - a. UHS is a holding company, and is not engaged in the operation or management of its subsidiaries;
 - b. UHS does not maintain any office in Duval County, Florida for transaction of its customary business;



- c. UHS does not exert operational control over National Deaf Academy, LLC, its indirect subsidiary, and is not involved in the daily operation, management, or supervision of National Deaf Academy, LLC, or any of its staff or employees;
- d. UHS does not conduct or engage in any business in Duval County, Florida that in any way relates to National Deaf Academy, LLC;
- e. UHS does not maintain an office or presence in Duval County, Florida that is in any way responsible for managing, operating, supervising or directing the business affairs of National Deaf Academy, LLC, or its employees or agents;
- f. National Deaf Academy, LLC does business as, and is operated and managed by, National Deaf Academy, LLC in Mount Dora, Florida.

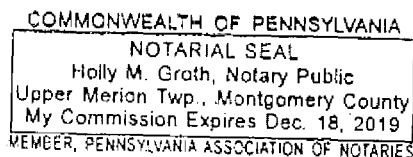
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

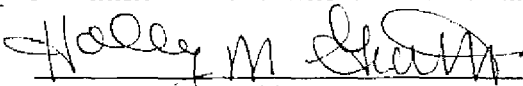
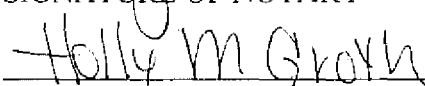
Dated: January 25, 2016


 MIA MELONI
 Associate General Counsel
 UHS of Delaware, Inc.

COMMONWEALTH OF PENNSYLVANIA)
 COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 25TH day of January, 2016, by Mia Meloni, who is personally known to me or who has produced Drivers License as identification and who did/did not take an oath.




 SIGNATURE OF NOTARY

 NAME OF NOTARY - TYPED, PRINTED OR STAMPED
 MY COMMISSION EXPIRES: 12/18/19

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IN THE FOURTH JUDICIAL CIRCUIT COURT
IN AND FOR DUVAL COUNTY, FLORIDA

* * * * *

*

JOHN ROUSH AND HANNAH ROUSH, * CASE NO.

Individually and as parents * 2014-CA-006499

And natural guardians of M.R., * DIVISION: CV-E

A minor child. *

Plaintiffs * DEPOSITION OF

vs. * MIA MELONI, ESQUIRE

THE NATIONAL DEAF ACADEMY, LLC * February 24, 2016

D/b/a NATIONAL DEAF ACADEMY, *

A/d/b/a NATIONAL DEAF ACADEMY, *

A Behavioral Health System, a *

Florida Limited Liability *

Company and UNIVERSAL HEALTH *

SERVICES, INC., *

Defendants *

* * * * *

COPY

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by the certifying agency. MAR 21 2016

SCAN



1 CHRISTINE OGDEN, individually *
 2 And as parent and natural *
 3 Guardian of D.O., a minor * CASE NO.
 4 Child * 2014-CA-006520
 5 Plaintiff * DIVISION: CV-E
 6 Vs. *
 7 THE NATIONAL DEAF ACADEMY, LLC *
 8 D/b/a NATIONAL DEAF ACADEMY, * DEPOSITION OF
 9 A/d/b/a NATIONAL DEAF ACADEMY, * MIA MELONI, ESQUIRE
 10 A Behavioral Health System, a * February 24, 2016
 11 Florida Limited Liability *
 12 Company and UNIVERSAL HEALTH *
 13 SERVICES, INC., *
 14 Defendants *
 15 * * * * *
 16 SUSIE BROWN, individually and *
 17 As guardian of X.N., a minor *
 18 Child. * CASE NO.
 19 Plaintiff * 2014-CA-006604
 20 Vs. * DIVISION: CV-E
 21 THE NATIONAL DEAF ACADEMY, LLC *
 22 D/b/a NATIONAL DEAF ACADEMY, *
 23 A/d/b/a NATIONAL DEAF ACADEMY, *
 24 A Behavioral Health System, a *
 25 Florida Limited Liability *

1 Company and UNIVERSAL HEALTH *

2 SERVICES, INC., *

3 Defendant *

4 * * * * *

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6 DEPOSITION OF

7 MIA MELONI, ESQUIRE

8 February 24, 2016

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1 DEPOSITION

2 OF

3 MIA MELONI, ESQUIRE, taken on behalf of the Plaintiffs
4 herein, pursuant to the Rules of Civil Procedure, taken
5 before me, the undersigned, Sally A. Doyle, a Court
6 Reporter and Notary Public in and for the Commonwealth
7 of Pennsylvania, at the offices of Universal Health
8 Services, 367 South Gulph Road, King of Prussia,
9 Pennsylvania on Wednesday, February 24, 2016, beginning
10 at 10:18 a.m.
11

A P P E A R A N C E S

1

2

3

BRUCE A. MAXWELL, ESQUIRE

4

Terrell, Hogan & Yegelwel, P.A.

5

233 East Bay Street

6

Blackstone Building

7

8th Floor

8

Jacksonville, FL 32202

9

COUNSEL FOR PLAINTIFF

10

11

JAY COHEN, ESQUIRE

12

The Law Office of Jay Cohen, P.A.

13

One Financial Plaza

14

100 SE 3rd Avenue

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Suite 1100

16

Fort Lauderdale, FL 33394

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COUNSEL FOR DEFENDANT

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I N D E X

WITNESS: MIA MELONI, ESQUIRE

EXAMINATION

By Attorney Maxwell.

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EXAMINATION

By Attorney Cohen

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CERTIFICATE

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ATTORNEY

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NONE MADE

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P R O C E E D I N G S

MIA MELONI, ESQUIRE, HAVING FIRST BEEN DULY SWORN,
TESTIFIED AS FOLLOWS:

EXAMINATION

BY ATTORNEY MAXWELL:

Q. Ms. Meloni, good morning. My name is Bruce
Maxwell. I represent the Plaintiffs in these cases
that have been filed against National Deaf Academy and
UHS. We met a moment ago and I just want to cover a

couple of bases with you. If I ask you anything you do
not understand, just say I don't get it, please reask
it. I would be happy to do that because I want to make
sure you understood what you were answering at the time
I asked the question. Is that fair?

A. Fair.

Q. And you need to give a verbal response. You are a
lawyer, I take it.

A. I am.

Q. So you probably get this more than most folks.
But it is easy to shake your head and shrug your
shoulders. She won't know what that means. So,
please, give a verbal reply:

A. Okay.

1 Q. If you would, state your full name for the record,
2 please?

3 A. Mia Meloni.

4 Q. And you here today as a corporate representative;
5 is that right, for UHS?

6 A. For, I think, a number of defendants that you may
7 have named --- more than one defendant you may have
8 named in the lawsuit.

9 Q. Thus far, we have only named Universal Health
10 Services, The National Deaf Academy, National Deaf
11 Academy, a behaviorial health system, which we

12 understood had been changed. So we are here for those
13 three companies right now. And I do have some
14 questions today about the other companies. And,
15 hopefully, you will have answers to those.

16 A. Yes.

17 ATTORNEY COHEN:

18 Let me just say something so there is no
19 misunderstanding for the record, is that she is here
20 pursuant to the affidavit she filed in support of the
21 issues concerning venue. And according to the judge's
22 specific order you have the right to take the affiant's
23 deposition on the issue of operations of NDA from Duval
24 County. So that is what she is here for. But she will
25 tell you who she is employed by and her knowledge of

1 the facilities.

2 ATTORNEY MAXWELL:

3 Sure. I understand.

4 BY ATTORNEY MAXWELL:

5 Q. So what is your title?

6 A. Associate general counsel.

7 Q. For whom?

8 A. I'm employed by UHS of Delaware, Inc.

9 Q. What is UHS of Delaware, Inc.?

10 A. UHS of Delaware, Inc. is a healthcare management
11 company.

12 Q. And what companies does UHS of Delaware, Inc.
13 Manage?

14 A. It provides support services to subsidiary
15 facilities and hospitals owned by Universal Health
16 Services, Inc.

17 Q. Would any of those facilities include National
18 Deaf Academy in Mount Dora, Florida?

19 A. Yes. It does include that facility.

20 Q. Would it also include River Point Behavioral
21 Health in Jacksonville, Florida?

22 A. Yes.

23 Q. And, likewise, Wekiva Springs in Jacksonville,
24 Florida?

25 A. Wekiva Springs.

1 Q. Wekiva Springs?

2 A. That's right.

3 Q. So those three entities are managed by UHS of
4 Delaware, Inc.?

5 A. UHS of Delaware, Inc. Provides management support
6 services to those facilities. Yes.

7 Q. Explain to me what you mean by management support
8 services?

9 A. UHS of Delaware, Inc., if I can for shorthand just
10 call it UHS of Delaware.

11 Q. No problem.

12 A. Okay. Has various departments, legal department,
13 tax department, so on and so forth.

14 Each of those departments is an available resource to
15 support the 250 or so hospitals and facilities owned by
16 Universal Health Services.

17 Q. Tell me on a weekly basis, if you could, give me
18 some examples of those types of support services. What
19 exactly typically happens?

20 A. To use myself as an example, as an attorney, this
21 -- the particular facility could receive a nonparty
22 subpoena, and they ask for guidance on how to respond.
23 So the facility could have a dispute between two

24 divorced parents over rights to control healthcare with
25 an adolescent patient that is admitted to our facility.

1 A lawsuit could be served. I mean there is a number of
2 different things that we could deal with along those
3 lines.

4 Q. What about the -- does UHS of Delaware, Inc.
5 Engage in the hiring of personnel for either National
6 Deaf Academy, River Point Behavioral Health, or Wekiva
7 Springs?

8 A. The clinical staff at the facilities are all hired
9 at the facility level.

10 Q. Okay. Now by that, do you mean the floor staff to
11 include also nursing personnel?

12 A. I believe it includes nursing personnel. Yes.

13 Q. Okay. What about personnel management or officers
14 above the floor workers? Does UHS of Delaware, Inc.
15 Engage in the hiring practices of those three
16 facilities?

17 A. All facility employees, all people who work at the
18 facility level are employed by the facility and
19 retained at the facility level, with the exception of
20 some limited leadership at that facility.

21 Q. Well, let's take National Deaf Academy, for
22 example. What limited leadership during the past year
23 have been hired by UHS of Delaware, Inc. And placed at
24 that institution?

25 A. I'm not sure in the past year who has been hired

1 at the leadership level and placed at that institution.

2 ATTORNEY MAXWELL:

3 Well, and, Jay, just so we can maybe try
4 to expedite this, I guess maybe really what our focus
5 is going to be on National Deaf Academy, River Point
6 Behavioral Health, and Wekiya Springs. Can we just
7 deem them from this point forward during the deposition
8 just to be the three facilities?

9 ATTORNEY COHEN:

10 Sure. Absolutely.

11 ATTORNEY MAXWELL:

12 That would be easier, I think, instead of
13 just repeating all of this.

14 A. Okay.

15 BY ATTORNEY MAXWELL:

16 Q. So just so I understand you, the three facilities
17 at issue, UHS of Delaware, Inc. Hires the upper end
18 management personnel for those facilities?

19 A. Three specific roles: CEO, COO, and CFO.

20 Q. So the CEO, COO, and CFO for those three
21 facilities are hired by UHS of Delaware, Inc. And
22 placed at those facilities?

23 A. Correct.

24 Q. Who is the current director of National Deaf
25 Academy?

1 A. I'm not familiar with the title director. Are you
2 using that --

3 Q. Maybe I am using the wrong term.

4 ATTORNEY COHEN:

5 It is CEO.

6 ATTORNEY MAXWELL:

7 Is it CEO? Okay.

8 A. The CEO is Greg Sizemore.

9 BY ATTORNEY MAXWELL:

10 Q. How long has Mr. Sizemore been there?

11 A. I don't know his exact date of hire, but

12 approximately two years, maybe a little longer.

13 Q. Who was his predecessor?

14 A. Deana Goldstein.

15 Q. Ms. Goldstein, for example, was she hired by UHS
16 of Delaware, Inc.?

17 A. No.

18 Q. Who hired her?

19 A. She actually was hired by Psychiatric Solutions,
20 Inc., which is the company that owned National Deaf
21 Academy before Universal Health Services, Inc. Acquired
22 it in 2010. And she remained on after the acquisition.

23 Q. Would Ms. Goldstein receive annual reviews of her
24 performance?

25 A. By UHS or by Psychiatric Solutions?

1 Q. Didn't even get there yet. I just asked if she
2 would have annual reviews for her position at National
3 Deaf Academy. Was she subject to that?

4 A. I can only speak to when it was owned by Universal
5 Health Services. And the answer would be yes, during
6 that time period.

7 Q. And so the annual reviews that occur, they would
8 be conducted by Universal Health Services, Inc. Of Ms.
9 Goldstein; is that right?

10 A. No. They would be -- would have been conducted by
11 her direct report, the divisional vice president to
12 whom she reported.

13 Q. And who is that?

14 A. Roz Hudson.

15 Q. And Roz Hudson, is that a male or female?

16 A. That is a female.

17 Q. Where is she located?

18 A. She is in Florida.

19 Q. Where?

20 A. She resides in Saint Augustine.

21 Q. By whom is she employed?

22 A. UHS of Delaware.

23 Q. And, again, what is her title?

24 A. Divisional vice president.

25 Q. Is she also in charge of any facilities in

1 Jacksonville, Florida?

2 A. What do you mean in charge of?

3 Q. I guess I am using bad terms here today. Ms.

4 Hudson, would she also engage in performance reviews of
5 any CEOs, COOs, or CFOs of the three facilities at any
6 time since 2010?

7 A. I believe with respect to the CEOs, yes.

8 I can't speak as to the CFOs or COOs. I'm not sure.

9 Q. So the -- and she is an employee of UHS of
10 Delaware, Inc.?

11 A. Correct.

12 Q. Like yourself?

13 A. Correct.

14 Q. And UHS, Inc. From what I understand on your
15 affidavit is a holding company?

16 A. That's correct.

17 Q. Can you tell me in your own terms, and I
18 understand you are a lawyer, but what do you mean by
19 that, it being a holding company, UHS, Inc.?

20 A. From my perspective, UHS, Inc. Is a holding
21 company. And that means that it has no employees. And
22 that it happens to be a publicly traded company on the
23 New York Stock Exchange and its operations relate to
24 its ownership of assets or shares of its subsidiaries.

25 Q. And how many subsidiaries are there of UHS, Inc.?

1 A. I don't know the number. But there are hundreds
2 of subsidiaries.

3 Q. Most of which are actually owned; is that correct?
4 I think a few are leased. But most are owned; is that
5 right?

6 A. I know that it owns subsidiaries. I'm unfamiliar
7 with its lease of subsidiaries. When I refer to
8 subsidiaries, I am talking about corporate entity
9 subsidiaries, which may include facilities or hospitals
10 but also other subsidiary entities that are not
11 hospitals or facilities.

12 ATTORNEY MAXWELL:

13 I happened to pull up on the internet --
14 this was sometime ago -- for UHS, Inc., and under the
15 heading of behavioral healthcare, I mean it lists pages
16 of entities. Why don't we go ahead and mark that as
17 Exhibit-4. Can we go off the record for a minute?

18 OFF RECORD DISCUSSION

19 (Deposition Exhibit Meloni-4 marked for
20 identification.)

21 BY ATTORNEY MAXWELL:

22 Q. Ms. Meloni, I am going to hand you what has been
23 marked as Plaintiff Exhibit-4. And that was pulled up
24 off the internet. And is that a listing of all of UHS,
25 Inc.'s facilities across the nation, if you know?

1 A. I think it is. Well, first --

2 Q. And I will qualify that. That are limited to
3 behavioral health.

4 A. Okay. So it appears to be the list of behavioral
5 health facilities that were owned in 2013. There may
6 have been some that were sold since 2013.

7 Q. Sure. Understand.

8 A. There may have been others that were acquired. So
9 aside from those caveats, yes.

10 Q. But, at least, as of 2013, that is a list of the
11 behavioral health facilities that UHS, Inc. Owned

12 across the nation?

13 A. Correct.

14 Q. And that would include the three facilities we are
15 discussing today. And just since we have been
16 interchanging terms here, that would include National
17 Deaf Academy, River Point Behavioral Health, and Wekiva
18 Springs?

19 A. They were owned by UHS in 2013. Yes.

20 Q. And UHS, Inc., from what I have heard from you
21 previously, did not engage in any type of management
22 functions, hiring, firing, at those three facilities at
23 any time; is that right?

24 A. That's correct.

25 Q. But UHS of Delaware, Inc. Did engage in management

1 practices at the three facilities, at least, relative

2 to toe CEO, COOs and CFOs; right?

3 A. I wouldn't phrase it that way. I would say that

4 UHS of Delaware, as part of its support services,

5 assisted in the hiring of that leadership team at the

6 subject facilities.

7 Q. Who would be in charge of firing?

8 A. Again, with respect to the CEO, that would be the

9 divisional vice president. I don't know specific --

10 Q. And that is Ms. Hudson?

11 A. And that's Ms. Hudson. With respect to the COO

12 and CFO, I'm not certain if it would be

13 Ms. Hudson or, potentially, the CEO at the facility

14 that they report to.

15 Q. I did not follow you. The CEO at each of the

16 three facilities, Ms. Hudson, is in charge of their

17 reviews; correct?

18 A. She -- she would participate in the performance

19 review of the CEOs. Correct.

20 Q. And in addition to that function, did she also

21 participate in firing of CEOs at the three facilities?

22 A. I believe so. I would assume that is her role and

23 responsibility. I can't speak to whether she

24 terminated anyone at some point at the three facilities

25 that we are talking about.

1 Q. Do you know under what circumstances

2 Ms. Goldstein left her position at National Deaf

3 Academy?

4 A. I do not.

5 Q. Concerning day-to-day operations at each of the

6 three facilities that we are here about today, would

7 Ms. Hudson be involved in making decisions about those

8 functions on a routine basis?

9 A. No. Those decisions on a day-to-day basis are at

10 the facility level.

11 Q. So, ultimately, the person that would

12 make -- if they were, you know, the buck stops here

13 type of thing, that would be the CEO at each facility?

14 A. Right. Or his respective department heads and

15 directors.

16 Q. And in that person is -- you know, we all have

17 somebody in life that we have to answer to.

18 And that person, the CEO at each facility, would be

19 answering to Ms. Hudson?

20 A. Correct.

21 Q. Do you -- do you know if Ms. Hudson terminated any

22 personnel at either River Point Behavioral Health or

23 Wekiva Springs?

24 A. And you're asking about CEOs or --

25 Q. Yes.

1 A. -- leadership? I am not aware of that.

2 Q. I understand that you brought some documents with
3 you today that are on a thumb drive?

4 A. That's right.

5 Q. But we are unable to view those because I have an
6 iPad.

7 A. Okay.

8 ATTORNEY COHEN:

9 Technology.

10 BY ATTORNEY MAXWELL:

11 Q. So I guess let's first do this. Are you able to

12 tell me what is on the thumb drive?

13 A. I can. Can I look at a copy of my notice because
14 that will kind of help me?

15 ATTORNEY MAXWELL:

16 Absolutely.

17 ATTORNEY COHEN:

18 Here, I will tell you what. I will give
19 you -- you use that because mine -- I have all the
20 notes on this.

21 A. Should I just go through the numbers?

22 ATTORNEY COHEN:

23 Why don't you tell him what is,

24 essentially, contained on this thumb drive. That is

25 his question.

1 A. Okay. There are basically three folders. There
2 is one folder that contains Medicaid and managed
3 Medicaid agreements with National Deaf Academy. There
4 is a folder that contains organizational charts that
5 are responsive to your requests on Schedule A. And
6 there is a folder that contains some retirement plans,
7 which are also responsive to your requests on Schedule
8 A.

9 BY ATTORNEY MAXWELL:

10 Q. The Medicaid agreements that are on the
11 thumb drive, do those concern just National Deaf
12 Academy?

13 A. Yes.

14 Q. And, essentially, who signs off with the U.S.
15 Government on those contracts?

16 A. I believe that they were signed by the CEOs.

17 Q. Of each facility?

18 A. The CEO at the time. Yes.

19 Q. Would that hold true --

20 ATTORNEY COHEN:

21 You said of each facility.

22 A. So that would be the practice across the division.

23 BY ATTORNEY MAXWELL:

24 Q. So the CEO of each facility would be the person
25 annually to sign off on Medicaid agreements?

1 A. ~~I don't know if it's annually. But whatever the~~
2 periodic time period is. Yes.

3 Q. Are there any documents that we requested that
4 were not produced?

5 A. Yes.

6 ATTORNEY COHEN:

7 Just, Bryce, just to give you an example,
8 maybe, for your better understanding, I pulled up on my
9 iPad one of the Medicare documents that Mia was just
10 referring to. This is the National Deaf Academy's
11 contract with the State of Wyoming when they would

12 receive a child to that facility. So just, as you can
13 see, it is executed under the signature page National
14 Deaf Academy, LLC, which is a limited liability
15 company. And it is signed by the then CEO, Deana
16 Goldstein.

17 ATTORNEY MAXWELL:

18 Okay.

19 ATTORNEY COHEN:

20 And that is an example. I am giving you
21 an example of what is on --

22 ATTORNEY MAXWELL:

23 What is on the thumb drive?

24 BY ATTORNEY MAXWELL:

25 Q. So but going back to my question I was asking

1 about documents that were not produced?

2 A. Correct. So in response your Schedule A, number
3 1, you asked for Medicare enrollment application.
4 National Deaf Academy is not a participating provider
5 in the Medicare program. So there are no such
6 documents.

7 Q. Okay.

8 A. I think that that's really the only one that we
9 did not have responsive documents to.

10 ATTORNEY COHEN:

11 No. Numbers 2, 3, or 4 because ---.

12 A. Yes. Correct. Sorry.

13 ATTORNEY COHEN:

14 Because UHS are not providers.

15 A. That's right.

16 BY ATTORNEY MAXWELL:

17 Q. So relative to numbers 2, 3, and 4, we had asked
18 about provider agreements?

19 A. Right.

20 Q. UHS of Delaware, Inc. Is not privy or a party to
21 those agreements?

22 A. It is not a licensed healthcare provider. So,
23 therefore, it is not a party to the agreements.

24 Q. And, instead, it would just be the facility itself
25 executed through the authority of the CEO for each

1 facility?

2 A. Correct.

3 Q. Let's see here. Number 6, we had asked about
4 ownership interest in National Deaf Academy for the
5 past five years. Have you produced documents that
6 reflect that?

7 A. Yes.

8 Q. And they are contained on the thumb drive?

9 A. We might have a paper copy.

10 ATTORNEY COHEN:

11 Hold on. I might have. -- I will give you

12 an example, so you have it. Like an organizational
13 chart that they maintained.

14 ATTORNEY MAXWELL:

15 Can we mark this?

16 ATTORNEY COHEN:

17 Sure.

18 (Deposition Exhibit Meloni-5 marked for
19 identification.)

20 BY ATTORNEY MAXWELL:

21 Q. Ms. Meloni, let me hand you what has been marked
22 as Exhibit-5 to your deposition and ask if you can
23 identify that document for us?

24 A. This is an organizational chart of the National
25 Deaf Academy and its relationship to Universal Health

1 Services, Inc.

2 Q. Could you, in your own terms, explain that
3 document to me, what it shows?

4 A. It reflects the ownership structure of National
5 Deaf Academy.

6 Q. Okay. And by that do you mean -- I see that on it
7 it says Zeus Endeavors, LLC is the direct owner of NDA?

8 A. Correct.

9 Q. And does that continue to be true to this day?

10 A. It does.

11 Q. And what is Zeus Endeavors?

12 A. It is a limited liability company. It is a
13 holding company that is the member/owner of the
14 National Deaf Academy.

15 Q. And it also lists Premier Behavioral Solutions,
16 Inc.; is that right?

17 A. Premier Behavioral Solutions, Inc. Is the
18 corporation that owns Zeus Endeavors, LLC.

19 (Deposition Exhibit Meloni-6 marked for
20 identification.)

21 BY ATTORNEY MAXWELL:

22 Q. You have been handed what has been marked as
23 Exhibit Number-6 to your deposition. If you would,
24 just take a look at that. Have you ever seen that
25 document before?

1 A. I don't think so.

2 Q. Can you tell what it is?

3 A. It appears to be a document printed from your
4 Department of State website in Florida.

5 Q. Okay. And I agree with you on that. And if you
6 look, it says this is for Zeus Endeavors, LLC. And it
7 shows their principal address and mailing address as
8 being here, where we are right now, at 367 South Gulph
9 Road. Do you see that?

10 A. I do.

11 Q. Do you have any reason to disagree with that?

12 A.. I don't.

13 Q. And Zeus Endeavors, LLC, it has down here
14 Authorized Persons Detail, and it says Title MGRM.

15 Do you know what that means?

16 A. I don't.

17 Q. Well, would you have any reason to disagree with
18 my statement to you that that is a title as being a
19 management resident manager?

20 A. I can't disagree with you or agree with you
21 because I don't know.

22 ATTORNEY MAXWELL:

23 You don't know. I cannot ask you to know

24 something you do not know, obviously. This will be

25 Number-7.

1 (Deposition Exhibit Meloni-7 marked for
2 identification.)

3 BY ATTORNEY MAXWELL:

4 Q. And Number-7, does that appear to you to be also a
5 Florida Department of State Division of Corporations
6 document?

7 A. Yes.

8 Q. And this one is for Premier Behavioral Solutions,
9 Inc.?

10 A. Yes.

11 Q. And it lists this same address here in King of

12 Prussia, Pennsylvania as the principal address and

13 mailing address for Premier Behavioral Solutions, Inc.

14 Is that right?

15 A. That's right.

16 Q. And it lists as an officer or director of this

17 entity Debra K. Osteen at the same address here in King

18 of Prussia, Pennsylvania?

19 A. That's correct.

20 Q. Do you know Ms. Osteen?

21 A. I do.

22 Q. And who is she?

23 A. She is the president of the behavioral health
24 division, Universal Health Services.

25 Q. And so she, obviously, has some type of title with

1 Premier Behavioral Solutions, Inc. As well. Would you
2 agree with that?

3 A. Yes. She is designated as the corporate
4 officer/director.

5 Q. What is her involvement with UHS of Delaware,
6 Inc.?

7 A. She is employed by UHS of Delaware, Inc. And her
8 title is president of the behavioral health division.

9 Q. Okay. And she is also employed and entitled with
10 UHS, Inc. In that same role?

11 A. She is not employed by Universal Health Services,
12 Inc.

13 Q. Okay. Then I misunderstood what you said
14 previously because I thought you had said UHS, Inc. That
15 is why I was asking. Who is -- is it Steve Filton?

16 A. Filton.

17 Q. And he, too, is here at your corporate address on
18 Gulph Road in King of Prussia?

19 A. Yes.

20 Q. As well as Laurence Harrod?

21 A. Yes.

22 Q. Matthew Klein, is he here as well?

23 A. Yes.

24 Q. And Cheryl Ramagano?

25 A. Yes.

1 Q. And they are all employees of UHS of Delaware,

2 Inc.?

3 A. Correct.

4 Q. Like yourself?

5 A. Correct.

6 Q. Does UHS, Inc. Own River Point Behavioral Health
7 in Jacksonville, Florida?

8 A. It, I believe, indirectly owns it. Yes. It's the
9 ultimate parent.

10 Q. Do you know who directly owns River Point?

11 A. I have a document that will refresh my memory, I

12 believe. And this is also on the thumb drive.

13 ATTORNEY MAXWELL:

14 We will mark that as the next exhibit.

15 (Deposition Exhibit Meloni-7 marked for
16 identification.)

17 BY ATTORNEY MAXWELL:

18 Q. You have been handed what has been marked as
19 Exhibit Number-7 to your deposition. Can you --

20 ATTORNEY COHEN:

21 This is 8.

22 ATTORNEY MAXWELL:

23 I'm sorry, 8.

24 ATTORNEY COHEN:

25 Just for the record, it is on the flash

1 drive we brought to the deposition.

2 ATTORNEY MAXWELL:

3 Right.

4 A. It is the organizational structure for River Point
5 Behavioral Health.

6 BY ATTORNEY MAXWELL:

7 Q. Okay. I need to ask you about -- I am not sure
8 what this term means sole member. It is directly for
9 River Point. The next step up goes to Premier. And it
10 says sole member. What does that mean?

11 A. While I'm not an expert on corporate terminology,

12 my understanding is that limited liability companies
13 have members as opposed to stockholders. So it is the
14 sole member of TBJ Behavioral Center, LLC.

15 Q. Does Premier have any managerial
16 roles with either of these three facilities?

17 A. It's a holding company also. So it doesn't have
18 leadership to direct or manage the facility.

19 Q. So the only corporation here in King of Prussia,
20 Pennsylvania, where we are today, that has -- I use the
21 term managerial functions. I think we are talking
22 about the same thing. But UHS of Delaware, Inc. Would
23 be the only corporate entity here in King of Prussia,

24 Pennsylvania that engages in some form of managerial
25 practices at the three facilities in Florida, being

1 NDA, River Point, and Wekiva Springs, is that correct?

2 A. UHS of Delaware, Inc. Is the only company in King
3 of Prussia that provides healthcare management support
4 services to the three facilities in Florida that we
5 have discussed today.

6 Q. And to the extent you know, in addition to the
7 hiring of the CEO of each facility, what other
8 management support services does UHS of Delaware, Inc.
9 Provide to the three facilities?

10 A. Another example is tax support services. Filings
11 are consolidated with the parent company.

12 So people in the tax department at UHS of Delaware,
13 Inc. Work with the various facilities to collect the
14 relevant data on a periodic basis.

15 Q. Any others?

16 A. Any other services? For the tax department,
17 specifically, or --

18 Q. No. Just generally. You touched on legal. You
19 talked a little bit about tax. You talked a little bit
20 about hiring. Are there any other areas where UHS of
21 Delaware, Inc. Provides management support services to
22 either of the three facilities?

23 A. Yes. There is a risk department, an insurance
24 department. And to the extent that there are risk
25 related issues that arise, the facility has those

1 departments as a resource here in King of Prussia to
2 contact to report potential claims, things of that
3 nature so that the company can set reserves as
4 necessary or do whatever it is that they need to do to
5 assist the facility.

6 Q. The three CEOs at NDA, River Point, and Wekiva
7 Springs, do they interact with each other at any time?

8 A. I don't know.

9 Q. Well, beyond the three individuals in those
10 positions, do you know who would know?

11 A. You would have to ask them specifically if they

12 interact with one another. Your question is kind of
13 broad, so I mean I -- I can't really answer it.

14 Q. Let's say I am the CEO of NDA, and I have a
15 problem with a patient. I have a problem discerning
16 what to do with this patient. Am I at liberty to call
17 the CEO of, say, River Point to seek advice on how to
18 treat the patient I am having problems with?

19 A. One of the benefits of working for a company as
20 large as Universal Health Services is that you have the
21 support and depth of your sister facilities. I think
22 your example, though, it is unlikely to happen because,
23 by way of your example, you're talking about National

24 Deaf Academy, which is a very specialized program for
25 deaf patients with psychiatric issues. And you're

1 talking about Wekiva Springs and River Point, and they
2 are adult psych acute programming. It's different
3 programming. So I think your scenario is probably
4 unlikely to occur but.

5 Q. That is fair. Are there -- at any time in the
6 past, say, three years an interchanging of employees
7 between the three facilities? And I will try to give
8 you an example. Let's say I am the CEO of River Point,
9 and I have a shortage of personnel during a particular
10 timeframe. Am I at liberty
11 to -- and can I gain access to employees from either

12 NDA or Wekiva Springs to help fill that need during
13 that particular time?

14 A. I -- the answer to that I think is no.
15 But that's really more of a question that should be
16 directed to the leadership at the facility for the
17 details on hiring employees as necessary. But to be
18 clear, in terms of borrowing employees from facility to
19 facility to cover a shortage or something like that,
20 that is what I am answering no to.

21 Q. Are you saying no or you don't know, that it is
22 best left to the CEO of each facility?

23 A. I think it is best for you to direct it to the
24 facility, the CEO or other leadership down there.

25

1 (Deposition Exhibit Meloni-9 marked for
2 identification.)

3 BY ATTORNEY MAXWELL:

4 Q. Okay. I have handed you what has been marked as
5 Exhibit-9 to your deposition. And it is probably the
6 first time you have ever seen this?

7 A. Correct.

8 Q. But my question is this. This document is off the
9 internet. And it is, you know, a hiring solicitation
10 for a licensed therapist at River Point. But yet that,
11 you know, it goes on to say, River Point is part of

12 UHS. Can you explain to me why that is the case? Why
13 would that be posted that way, if you know?

14 A. Can you direct me to where on the page you see
15 that?

16 Q. Down on the bottom it says River Point is part of
17 Universal Health Services, Inc. Do you see that?

18 A. I see it. And your question is why is that there?

19 Q. My question is why is UHS holding itself out in
20 this solicitation for hiring someone at River Point
21 when all I am told today is it is just a holding
22 company?

23 A. It's the ultimate owner of River Point. But I
24 can't speak to why whoever designed this advertisement
25 made the decision to include that.

1 Q. And UHS, Inc. Is the ultimate owner of Wekiva
2 Springs and NDA as well?

3 A. Correct.

4 Q. Do you have any knowledge -- I am moving down to
5 number 17 on Schedule A about retirement savings plans.
6 Do you have any knowledge of that?

7 A. I -- that is a broad question. I have some
8 knowledge of retirement plans. I have one as an
9 employee of UHS of Delaware.

10 Q. Well, I am going to be more specific. And I
11 understand that that is broad. But if I'm an employee

12 at NDA, what type of retirement plan do I have
13 available to me?

14 A. I confess that I do not remember the specifics of
15 that. I have gathered the documentation, but I did not
16 very thoroughly review it.

17 (Deposition Exhibits Meloni-10 and
18 Meloni-11 marked for identification.)

19 BY ATTORNEY MAXWELL:

20 Q. You have in front of you what has been marked as
21 Exhibits-10 and -11 to your deposition. Can you
22 identify those documents?

23 A. They are both entitled Annual Return, slash,
24 Report of Employee Benefit Plan 2011.

25 Q. But they are both for the same year; correct?

1 A. Yes.

2 Q. Number 11, the plan name is for National Deaf
3 Academy. And it goes on to say effective December 31,
4 2011 the National Deaf Academy plan was merged into the
5 Universal Health Services, Inc. Retirement savings
6 plan. Do you know anything about that merger?

7 A. Can I see the date on this? What is the date?

8 No. I really don't know anything about the merger.

9 Q. Who would?

10 A. We could get more information from corporate H.R.,
11 who would be involved in benefits.

12 Q. Do you have -- do you have any knowledge as to why
13 the NDA employee retirement savings plan would be
14 merged into UHS, Inc. Employee plan?

15 A. Because UHS acquired National Deaf Academy, so it
16 was not originally part of that benefit plan.

17 Q. And they acquired them in 2010?

18 A. That's correct.

19 Q. Do you know why it would have taken them over a
20 year for that merger to occur?

21 A. I don't. I don't know that it was a full year or
22 not. But I don't know. But, actually, as I look at
23 the portion you have highlighted here, it does explain
24 that this was done pursuant to company's acquisition of
25 the National Deaf Academy in November 2012. I'm sorry.

1 2010.

2 Q. So if National Deaf Academy is its own limited
3 liability company, why is it that it now needs to be
4 part of UHS, Inc., which is what I am being told is
5 just a holding company? And you may not know the
6 answer. I don't know.

7 A. I know generally that as a system UHS, with a
8 greater number of employees, is able to obtain more
9 favorable benefits and benefit programs and packages
10 for its employees and employees of the subsidiary
11 facilities. And that is the way they do it.

12 Q. Does River Point have an employee retirement plan?

13 A. I didn't look into River Point's retirement
14 benefits in preparation for today.

15 Q. Well, we had asked about -- strike that.
16 I will ask you for Wekiva Springs, too. Did you
17 research anything about Wekiva Springs's retirement
18 plan? Is that part of UHS; do you know?

19 A. Wekiva Springs is owned by Universal Health
20 Services, Inc.

21 ATTORNEY COHEN:

22 Just for the record, I did not see a
23 request for those two facilities as to retirement
24 plans. You did ask for National Deaf Academy.

25 ATTORNEY MAXWELL:

1 Yes. I understand.

2 A. Just so that the record is clear what was
3 requested.

4 BY ATTORNEY MAXWELL:

5 Q. I will move on to number 19 on Schedule A. And it
6 asks about copies of UHS's policies and procedures and
7 training manuals provided to all staff positions,
8 nursing, or any other type of employees, contractor, at
9 NDA, Wekiva Springs, or River Point. Did you have any
10 documents that were responsive to that request?

11 A. We actually -- a lot of these are publicly
12 available on the UHS, Inc. Website. And I can direct
13 you to them. I did not print them out or anything.

14 Q. How do I locate those documents on the website?

15 A. If you go to www.UHSInc.com, you scroll down to
16 the bottom of the homepage you will see a reference to
17 have compliance. And through that link, you can access
18 policies.

19 Q. What about UHS of Delaware, Inc.? Does it have
20 the same type of website set up with a compliance
21 section?

22 A. UHS of Delaware does not have a separate website.
23 No.

24 Q. So the policies and procedure that are contained
25 in the UHS, Inc. Website under the compliance section

1 are applicable to UHS of Delaware, Inc.; is that right?

2 A. And subsidiary facilities to some extent depending
3 on the policy.

4 Q. Okay. And does that include training manuals?

5 A. I don't know that there's a manual, per se. I
6 guess -- what do you mean by training manual?

7 Q. Well, are there any type of documents on that
8 website that involve staff training?

9 A. I'd have to double check to see. I don't believe
10 so. I don't know that there are training manuals.

11 Q. Are there -- is there a listing of UHS policies

12 and procedures on the website that apply to NDA, Wekiva
13 Springs, and River Point?

14 A. Not to them specifically, but to UHS owned
15 subsidiaries.

16 Q. All of UHS owned subsidiaries --

17 A. Including but not limited to -- yes.
18 Those three.

19 Q. And, again, that holds true to UHS of Delaware,
20 Inc.?

21 A. Correct.

22 Q. Does UHS of Delaware, Inc. Recruit physicians for
23 either NDA, Wekiva Springs, or River Point?

24 A. UHS of Delaware's human resources department may
25 provide assistance in recruitment through the use of

1 the website or otherwise in other ways.

2 Q. And that would hold true in the Jacksonville,
3 Florida relevant to River Point and Wekiva Springs;
4 correct?

5 A. Correct.

6 OFF RECORD DISCUSSION

7 (Deposition Exhibit Meloni-12 marked for
8 identification.)

9 BY ATTORNEY MAXWELL:

10 Q. Okay. You have been handed, Ms. Meloni, what has
11 been marked Exhibit-12 to your deposition. I want to

12 ask about that. It is a PracticeLink. This was part
13 of our brief that was filed in Duval County. But I
14 guess I am going back to my question. And maybe you are
15 not the right person to answer this. But, again, it is
16 soliciting a position for psychiatric services in
17 Jacksonville, Florida. And why is UHS, Inc. All over
18 the place on this document? That is what I am not
19 understanding because we find things on the internet
20 that are not referencing UHS of Delaware, Inc. But
21 rather UHS, Inc. And that is what I am here to find
22 out. Why?

23 A. Universal Health Services, Inc. Is the owner of
24 the facility. UHS of Delaware, Inc. Does not own the
25 facility. The system is Universal Health Services.

1 Q. But UHS of Delaware, Inc. Is involved in hiring
2 decisions for physicians; right?

3 A. No. That's not what my testimony was. My
4 testimony was that the human resources department at
5 UHS of Delaware, Inc. Provides support to River Point
6 and other facilities owned by Universal Health Services
7 in their efforts to recruit physicians or other staff
8 members. There is a career link on the webpage that
9 you can go through and probably see dozens of job
10 openings. So it is not limited to physicians. It is
11 not limited to River Point. They can provide that

12 assistance across the board. But the decision to hire
13 or enter a contract remains at the facility level.

14 Q. And how -- just so I know how this works, the
15 compensation for physicians, are they paid out of an
16 operations account for each facility, or are they cut a
17 paycheck from corporate up here in King of Prussia,
18 Pennsylvania?

19 A. So the question that you just posed to me is
20 riddled with regulatory issues and mine fields, if you
21 will. And I am not a regulatory expert on physician
22 payments whatsoever and the physician relationship.
23 Physicians may not be employed by River Point. They
24 just may be independent contractors with River Point.

25 So -- and I didn't review this Exhibit-12 in detail to

1 determine whether they are looking to employ or,
2 simply, you know, associate another physician with the
3 facility.

4 Q. Are there physicians at NDA, River Point, Wekiva
5 Springs that are employees of UHS of Delaware, Inc.?

6 A. They would -- if there were employed physicians
7 working at these facilities, they would be employed by
8 the facility, not by UHS of Delaware.

9 Q. Okay. In turn, their compensation would come out
10 of an operational account at the facility versus here
11 in King of Prussia out of some other corporate account?

12 A. I don't -- I can't really answer that because I
13 didn't really look into that for today.

14 ATTORNEY MAXWELL:

15 Okay. We can go off the record for a
16 minute.

17 OFF RECORD DISCUSSION

18 BY ATTORNEY MAXWELL:

19 Q. Tell me, to your knowledge, what physical context
20 any employees of UHS of Delaware have had in Duval
21 County at any time that you know of within the past
22 three years? Do you understand my question?

23 A. I think so, which probably means I should ask you
24 to restate it.

25 Q. During the course of the past three

1 years -- during the course of the past three years,
2 have any UHS of Delaware, Inc. Employees physically in
3 person gone to Duval County for any reason at Wekiva
4 Springs or River Point?

5 A. Yes.

6 Q. Tell me about that? Why?

7 A. I've been there in connection with legal
8 proceedings that I manage.

9 Q. By that do you mean that -- it is my understanding
10 there is a federal investigation that is ongoing that
11 involves UHS and its subsidiary facilities in Florida.

12 Was it --

13 A. I don't know that it was related to that.

14 Q. -- related to that? So you were down there just
15 employee disputes or what?

16 A. It may have been. I -- honestly, I don't recall
17 specifically what it was that I was there for at the
18 time.

19 ATTORNEY COHEN:

20 Nor does it necessarily mean that you are
21 compelled to answer those questions for him because it
22 could contain, you know, confidential and/or --

23 A. Can I object --

24 ATTORNEY MAXWELL:

25 No.

1 ATTORNEY COHEN:

2 No. I'm just saying I thought what he was
3 asking you was a general question. He asked you
4 whether or not any employees of Universal Health
5 Services of Delaware, Inc. have ever been in
6 Jacksonville with respect to those facilities. And you
7 said yes. And by way of example you inserted yourself
8 into it and said, yeah, I've been there. And I think
9 that is the answer. You do not have to maybe go into
10 the details.

11 But I will stipulate by way of example

12 that a UHS of Delaware, Inc. Employee has been in River
13 Point, has been in Wekiva, and has been even coming
14 down from other places as to those facilities for the
15 purposes of what we are here about today. The real
16 question, and I am not suggesting you ask it is did
17 those employees have -- conduct any business from
18 Jacksonville, Florida with respect to NDA. But --

19 ATTORNEY MAXWELL:

20 Yes. And that is where we are heading.

21 BY ATTORNEY MAXWELL:

22 Q. But I need to know, for example, AHCA, which is
23 Florida's regulatory agency, there have been

24 investigations into all three of these facilities, and
25 has UHS of Delaware, Inc. Sent personnel physically to

1 Jacksonville, Florida in response to those inquiries?

2 A. I can't answer that question. I didn't
3 specifically investigate to find out whether UHS -- the
4 implication is whether UHS of Delaware, someone from
5 King of Prussia, was sent down in response to an AHCA
6 investigation?

7 Q. That's absolutely what I am asking.

8 A. I didn't investigate that to determine if that
9 happened or it did not happen.

10 ATTORNEY COHEN:

11 You do not even have to go that far

12 because, under your scenario, what she has already told
13 you, for example, the CEO of River Point is an
14 employee, is employed by Universal Health Services of
15 Delaware, Inc. So they are there. I stipulate to
16 that.

17 ATTORNEY MAXWELL:

18 Okay.

19 ATTORNEY COHEN:

20 Wekiva, I stipulate that the CEO of Wekiva
21 is an employee of UHS of Delaware, Inc.

22 ATTORNEY MAXWELL:

23 Likewise with NDA.

24 ATTORNEY COHEN:

25 NDA, correct. Correct.

1 BY ATTORNEY MAXWELL:

2 Q. So I asked the question before what interaction is
3 there between any of these three CEOs, two of whom are
4 in Duval County, Jacksonville, Florida, and the CEO of
5 NDA in Lake County, Florida, to your knowledge?

6 A. As I said before, I don't know if they communicate
7 with one another, if that is your question.

8 Q. That is part of the question. They could simply
9 just communicate, or they could, you know, physically
10 go to each other's properties, go out to lunch and talk
11 patient care, you know, anything. I am here to find

12 out what interaction there has been between these three
13 properties during the past three years?

14 A. One point of clarification, there is a period of
15 time in the past three years that the CEO of Wekiva
16 Springs and River Point were the same person. It is
17 not the situation now. But it was within the past
18 three years. So I just wanted to clarify that
19 interaction.

20 OFF RECORD DISCUSSION

21 ATTORNEY MAXWELL:

22 But I am here to find out what interaction
23 there is between these three facilities and the
24 corporate parent up here in King of Prussia,
25 Pennsylvania. That I think is fair.

1 ATTORNEY COHEN:

2 No. We are not. We are here because the
3 judge said that, after she files an affidavit, you have
4 the right to examine her on the issue of is there any
5 operations and management of NDA emanating from Duval
6 County, Jacksonville. That was the judge's order.

7 ATTORNEY MAXWELL:

8 I am going to strike the question.

9 OFF RECORD DISCUSSION

10 BY ATTORNEY MAXWELL:

11 Q. We are getting back to, I guess, the ultimate

12 issue. I am here to find out, if you know, if there
13 has been any interaction between management people at
14 -- and by that, let's talk about just the CEO of River
15 Point and Wekiva and NDA. Do you have any knowledge of
16 any interaction between those individuals during the
17 past three years?

18 A. I'm confused by your question because I thought
19 your question was going to be did the CEOs of River
20 Point or Wekiva manage National Deaf Academy. The
21 answer to that is no. But you phrased it in a way that
22 any communication, which is such a broadly phrased
23 question, that it makes it difficult for me to answer
24 that way.

25 ATTORNEY MAXWELL:

1 Well, I do not think that the Court's
2 order limited my inquiry to just in terms of
3 management. I mean if there is interaction whether or
4 not that is in the nature of management, that is
5 subject to interpretation. But I am here to find out
6 has there been any interaction between these CEOs over
7 the past three years? I do not think you know the
8 answer to that.

9 ATTORNEY COHEN:

10 Let me just say for the record that the
11 court order was as follows: That the inquiry should

12 revolve around whether or not UHS agents or employees
13 that reside and work in Duval County, who were involved
14 with the management and oversight of the Lake County
15 facility. Do you want me to repeat it?

16 ATTORNEY MAXWELL:

17 No. But we already know, again, it goes
18 back to my point. UHS, Inc. --

19 ATTORNEY COHEN:

20 It doesn't.

21 ATTORNEY MAXWELL:

22 It doesn't come into play. But UHS of
23 Delaware, Inc. May.

24 ATTORNEY COHEN:

25 So let's take that assumption. Do we have

1 to

2 ATTORNEY MAXWELL:

3 I don't care.

4 OFF RECORD DISCUSSION

5 BY ATTORNEY MAXWELL:

6 Q. We will ask you right now. To your knowledge,
7 does any employee of UHS of Delaware, Inc. Oversee the
8 management and operations of National Deaf Academy in
9 Mount Dora, Florida from any offices, a house, anything
10 physically in Jacksonville, Duval County, Florida?

11 A. No.

12 Q. Do the CEOs of either River Point or Wekiva
13 Springs have any responsibilities for the management
14 and oversight of National Deaf Academy?

15 A. No.

16 Q. But I have to go a step further. And I do not
17 want to reiterate these questions. But interaction
18 between the two or three individuals during whatever
19 timeframes may not seem to be management practices to
20 you, but they may to me.

21 But you do not have any personal knowledge of any such
22 interaction between those individuals; correct?

23 A. The three CEOs?

24 Q. Yes.

25 A. No. I don't know specifically about their

1 interactions.

2 ATTORNEY MAXWELL:

3 Right. Do you see the difference?

4 ATTORNEY COHEN:

5 Sure. But the only one that would ever
6 know that would be the three individual CEOs.

7 ATTORNEY MAXWELL:

8 Not necessarily. There could be reports
9 or --

10 ATTORNEY COHEN:

11 But, again, and you can be off the record.

12 OFF RECORD DISCUSSION

13 ATTORNEY MAXWELL:

14 All right. Let's go ahead and mark her
15 affidavit, and we will go down through her affidavit.

16 (Deposition Exhibit Meloni-13 marked for
17 identification.)

18 BY ATTORNEY MAXWELL:

19 Q. Ms. Meloni, I have --- we have marked your
20 affidavit that has been attached to your deposition now
21 as Exhibit-13. And the things that are addressed by
22 you in the affidavit pertain to UHS, Inc. But not UHS
23 of Delaware, Inc.; is that correct?

24 A. Largely that's correct.

25 ATTORNEY COHEN:

1 I'm sorry. I was looking at your

2 affidavit. What was that?

3 ATTORNEY MAXWELL:

4 The question was that it pertains to UHS
5 Inc., not UHS of Delaware, Inc. There is to reference
6 here to UHS of Delaware, Inc.

7 ATTORNEY COHEN:

8 Right. Because they are not a party.

9 A. With the exception of number 2.

10 ATTORNEY COHEN:

11 Right. That she is associate general

12 counsel.

13 ATTORNEY MAXWELL:

14 Right.

15 BY ATTORNEY MAXWELL:

16 Q. Well, let me ask you. Which I am trying to save
17 some time here, and let me ask you this. We have
18 talked about some of it before, and I am not trying to
19 ask and answer all over the place here.

20 But UHS of Delaware, Inc. Is it involved in the
21 operation or management of NDA, River Point, or Wekiva-
22 Springs?

23 A. As we discussed, yes, to the extent that the CEO,
24 COO, and CFO are employed by UHS of Delaware, Inc.

25 Q. Why is that?

1 A. I was not part of the

2 ATTORNEY COHEN:

3 It is way above her pay grade.

4 A. Yes. I was not part of that --

5 ATTORNEY COHEN:

6 With all due respect.

7 BY ATTORNEY MAXWELL:

8 Q. Does UHS of Delaware, Inc. Have any offices in
9 Duval County, Florida?

10 A. No.

11 Q. But UHS of Delaware, Inc. Does have a

12 representative in Duval County, Florida?

13 A. It has leadership who work at the Wekiya Springs
14 and River Point Behavioral Health facilities.

15 Q. Right. And they are physically there?

16 A. They are physically there.

17 Q. And the same holds true of the officers of NDA.
18 They are there in Mount Dora, Florida; right?

19 A. Yes. The leadership of NDA is located in Mount
20 Dora, Florida.

21 Q. Does UHS of Delaware, Inc. Engage in any business
22 in Duval County, Florida that in any way relates to
23 National Deaf Academy, LLC?

24 A. No.

25 Q. Does UHS of Delaware, Inc. -- strike that. The CEO

1 of River Point, for example, that person is in charge
2 of the oversight, ultimately, the daily oversight and
3 operation of that facility where they are located?

4 A. Correct.

5 Q. And the same holds true for whoever the CEO is of
6 National Deaf Academy at the time, Mr. Strickland, for
7 example now?

8 A. Sizemore.

9 Q. Sizemore. I'm sorry.

10 A. Yes. He is responsible for -- ultimately
11 responsible for the day-to-day operations of National

12 Deaf Academy.

13 Q. Is he involved in any way in the daily operations
14 of River Point or Wekiva Springs?

15 A. No.

16 Q. Does he attend meetings at River Point or Wekiva
17 Springs, if you know?

18 A. I don't know.

19 Q. He is still there in Mount Dora; correct?

20 A. Correct.

21 Q. And if you know, I mean is his role going to
22 continue there because I do understand that they have
23 shut down the autistic and deaf side of the facility --

24 A. I don't know.

25 Q. Is that going to change --

1 ATTORNEY COHEN:

2 You understand. My God. You took credit
3 for it.

4 A. I don't know.

5 BY ATTORNEY MAXWELL:

6 Q. I am just asking that because we are probably
7 going to have to take his deposition. I just want to
8 make sure he is going to be there. There is no
9 immediate plans for him to be moved to Wyoming at a
10 facility that you know of? And you may not be in that
11 role. I don't know.

12 A. I have no information one way or another on that.

13 Q. Does your department provide legal drafting of
14 documents for the three facilities that we talked about
15 today in Florida?

16 A. Can you be more specific about legal drafting of
17 documents?

18 Q. Well, I mean that could be an employment contract
19 or a lease agreement, any of that sort of thing. Does
20 your department at UHS of Delaware, Inc. Supply those
21 services to NDA, Wekiva Springs, and River Point?

22 A. Contract review. Yes.

23 Q. Are there any contracts -- and I don't mean to
24 limit that to, say, an employment contract or a
25 services provider contract. But are there any joint

1 agreements between NDA, Wekiva Springs, and River

2 Point?

3 A. Not that I'm aware of.

4 Q. Are there any joint accounts between NDA, River

5 Point, or Wekiva Springs?

6 A. Not that I'm aware of.

7 Q. Do either of those three institutions have the

8 availability of an operational account that is owned or

9 managed by UHS of Delaware, Inc.?

10 A. I don't know.

11 Q. Who would know that?

12 A. Probably someone from the treasury department.

13 Q. Do you mean the U.S. Treasury Department or --

14 A. I mean UHS of Delaware treasury department.

15 ATTORNEY MAXWELL:

16 Give me just a minute.

17 OFF RECORD DISCUSSION

18 ATTORNEY MAXWELL:

19 Ms. Meloni, I do not believe I have any

20 further questions.

21 EXAMINATION

22 BY ATTORNEY COHEN:

23 Q. I just have a few. From an organizational

24 standpoint, are there any employees of UHS, Inc., UHS

25 of Delaware, Inc. Located at any facilities in

1 Jacksonville, Duval County that have the responsibility

2 to oversee the daily operations of NDA in lake County?

3 A. No.

4 Q. From a corporate structure standpoint, are there

5 any employees of UHS of Delaware, Inc., UHS, Inc.,

6 River Point, or Wekiva, or any facilities in Duval

7 County that have the responsibility of oversight and

8 management of the day-to-day operations of the facility

9 in Mount Dora known as NDA?

10 A. No.

11 Q. From an operational standpoint, in the hierarchy

12 of the organizational chart, from operations, is there

13 anyone who is employed by UHS, Inc. Or UHS of Delaware,

14 Inc. That resides or works in Jacksonville, Duval

15 County for any of the facilities or otherwise that has

16 the obligation, duties, and responsibilities for the

17 every day-to-day operations and management and

18 oversight of NDA facility in Lake County?

19 A. No.

20 ATTORNEY MAXWELL:

21 Object to form.

22 ATTORNEY COHEN:

23 I have no other questions.

24 ATTORNEY MAXWELL:

25 We are done.

1 ATTORNEY COHEN:

2 And just because I know your nature, we
3 will read.

4 COURT REPORTER:

5 Can I put on the record you are ordering
6 today?

7 ATTORNEY COHEN:

8 Yes.

9 COURT REPORTER:

10 And how do you take it?

11 ATTORNEY COHEN:

12 I'll take e-tran.

13 ATTORNEY MAXWELL:

14 I like hard copies. I am kind of old
15 school.

16 * * * * *

17 DEPOSITION CONCLUDED AT 11:50 A.M.

18 * * * * *

19

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1 CERTIFICATE

2 I, Sally A. Doyle, Court Reporter, Notary
3 Public, Chester County, Pennsylvania, do hereby
4 certify that Mia Meloni, Esquire was by me first
5 duly sworn to testify to the whole truth and that
6 the above deposition was recorded stenographically
7 by me and was transcribed by means of computer-aided
8 transcription under my personal direction and that
9 the said deposition constitutes a true record of the
10 testimony given by said witness.

11 I further certify that I am not a relative
12 or employee or attorney of any of the parties, or a
13 relative or employee of such attorney, or
14 financially interested directly or indirectly in
15 this action.

16

17

18

19

20

Sally A. Doyle / 2019

21

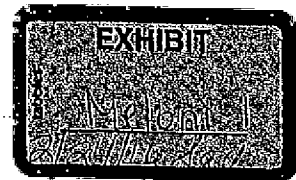
SALLY A. DOYLE
NOTARY PUBLIC, CHESTER COUNTY
MY COMMISSION EXPIRES JULY 7, 2019

22

23

24





IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

CASE NO.: 2014-CA-006499
DIVISION: CV-E

JOHN ROUSH AND HANNAH ROUSH,
individually and as parents and natural
guardians of M.R., a minor child.

Plaintiffs,

v.

THE NATIONAL DEAF ACADEMY, LLC
d/b/a NATIONAL DEAF ACADEMY, a/d/b/a
NATIONAL DEAF ACADEMY, a Behavioral
Health System, a Florida Limited Liability
Company and UNIVERSAL HEALTH
SERVICES, INC.,

Defendants.

NOTICE OF TAKING DEPOSITION DUCES TECUM
OF MIA MELONI, DESIGNATED REPRESENTATIVE OF
DEFENDANT UNIVERSAL HEALTH SERVICES

PLEASE TAKE NOTICE that on February 24, 2016, commencing at 10:00 a.m., the undersigned will proceed to take the deposition of Mia Meloni, corporate representative and/or the person(s) designated by Universal Health Services, pursuant to the Florida Rules of Procedures, as being most knowledgeable and best qualified to speak on said Defendant's behalf on the areas listed below.¹ Said deposition will be conducted at UHS – Universal Corporate

¹ For the purpose of this Notice, the term "Document" means every writing, printing, record, graphic, photographic or sound reproduction of every type and description that has been in Defendant's possession, control or custody or of which it has knowledge, including but not limited to, correspondence, reports, meeting minutes, memoranda, stenographic or handwritten notes, diaries, notebooks, account books, orders, invoices, statements, bills, checks, vouchers, purchase orders, studies, surveys, charts, maps, analyses, publications, books, pamphlets,

Center), 367 South Gulph Road, Conference Room, King of Prussia, PA 19406, and deposition shall continue from day to day thereafter until completed. The deposition will be taken for purposes of discovery, upon cross examination and for any other purpose allowed by law.

This deposition will be taken for all purposes allowed under Florida Law and the Florida Rules of Civil Procedure, upon oral examination, before an agent authorized by law to take depositions. This deposition was scheduled by agreement of counsel.

The subject areas are as follows:

1. The control, oversight and management of the personnel of National Deaf Academy LLC d/b/a National Deaf Academy a/d/b/a National Deaf Academy Behavioral Health System.
2. The ownership, management and financial control of National Deaf Academy LLC d/b/a National Deaf Academy a/d/b/a National Deaf Academy Behavioral Health System.
3. The corporate structure of Universal Health Services, Inc.
4. The corporate structure of UHS of Delaware, Inc.
5. The entity(ies) and / or person(s) responsible for the hiring, training and termination of personnel of National Deaf Academy LLC d/b/a National Deaf Academy a/d/b/a National Deaf Academy Behavioral Health System.
6. Operational control of National Deaf Academy, LLC.
7. Operational control of River Point Behavioral Health.
8. Operational control of Wekiva Springs Hospital.

periodicals, catalogues, brochures, schedules, circulars, bulletins, notices, instructions, manuals, journals, e-mails, e-mail attachments, data sheets, work sheets, statistical compilations, data processing cards, microfilms, computer records (including printouts, disks or other magnetic storage media), tapes, photographs (positive or negative prints), drawings, films, videotapes, pictures, and voice recordings. Plaintiff expressly intends for the term "Document" to include every copy of such writing, etc. when such copy contains any commentary or notation whatsoever that does not appear on the original and any attachments or exhibits to the requested document or any other documents referred to in the requested document or incorporated by reference.

The deponent is to have with her at the aforesaid time and place whether previously produced or not, the ORIGINAL of all Documents and tangible things set forth in Schedule "A" attached hereto;

In addition to the taking of this deposition as a 30(b)(6) deposition, the deposition may include questions to the designee in her individual capacity.

Dated on February 3, 2016.

TERRELL HOGAN

/S/ Bruce A. Maxwell
Bruce A. Maxwell, Esquire
Attorney for Plaintiff
Florida Bar No.: 903531
233 East Bay Street, 8th Floor
Jacksonville, FL 32202
904-632-2424 (Phone)
904-632-2027 (Fax)
maxwell@terrellhogan.com

SCHEDULE "A"

Originals of the following items, whether previously produced or not:


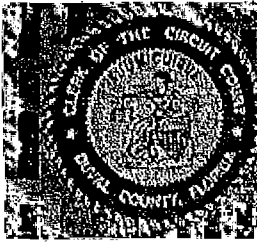
1. Medicare Enrollment Applications for National Deaf Academy, NDA Behavioral Health, US Highway 441, Mount Dora, Florida for the past five (5) years.
2. Providers Agreements between Department of Health and Human Services and UHS of Delaware, Inc. for the past five (5) years.
3. Providers Agreements between Department of Health and Human Services and Universal Health Services for the past five (5) years.
4. Providers Agreements between Department of Health and Human Services and National Deaf Academy NDA Behavioral Health, US Highway 441, Mount Dora, Florida for the past five (5) years.
5. Any and all documents of any kind or nature that identifies the type of ownership and/or managing control for National Deaf Academy or NDA Behavioral Health.
6. Any and all documents of any kind or nature that that identifies any kind or type of ownership interest in the National Deaf Academy, NDA Behavioral Health, US Highway 441, Mount Dora, Florida for the past five (5) years.
7. Any and all documents of any kind or nature that that identifies any kind or type of ownership interest in River Point Behavioral Health, 6300 Beach Boulevard, Jacksonville, Florida for the past five (5) years.
8. Any and all documents of any kind or nature that that identifies any kind or type of ownership interest in Wekiva Springs Hospital, 3947 Salisbury Road, Jacksonville, Florida for the past five (5) years.
9. Copies of records which demonstrate or show the corporate structure for National Deaf Academy, NDA Behavioral Health, US Highway 441, Mount Dora, Florida.
10. Copies of records which demonstrate or show the corporate structure for River Point Behavioral Health, 6300 Beach Boulevard, Jacksonville, Florida.
11. Copies of records which demonstrate or show the corporate structure for Wekiva Springs Hospital, 3947 Salisbury Road, Jacksonville, Florida.
12. Copies of records which demonstrate or show the corporate structure for Universal Health Services.
13. Copies of records which demonstrate or show the corporate structure for UHS of Delaware, Inc.
14. Copies of internet domain names registered and owned by Universal Health Services.
15. Copies of internet domain names registered and owned by UHS of Delaware, Inc.
16. Copies of internet domain names registered and owned by National Deaf Academy.
17. Copy of the retirement savings plan agreements for the National Deaf Academy employees for the past seven (7) years.
18. Copy of the retirement savings plan agreements for Universal Health Services, Inc.'s Employees for the past seven (7) years.
19. Copy of UHS's policies and procedures, and training manual provided to all staff, physicians, nurses or any other type of employee or contractor at NDA, Wekiva Springs Hospital or River Point Behavioral Health.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on February 3, 2016 the foregoing document has been electronically filed with the Clerk of Court via ECF system and the email service hereof will be effected by the E-Filing Portal upon: Jay Cohen, Esquire, Jeffrey L. Blostein, Rudwin Ayala, Esquire, The Law Office of Jay Cohen, P.A., One Financial Plaza 100 SE 3rd Avenue, Suite 1100, Fort Lauderdale, FL 33394, Pleadings@jaycohenlaw.com and vpiedra@jaycohenlaw.com; and to Frederick Page, Esquire, Holland & Knight, 50 North Laura St, #3900, Jacksonville, Florida, email: Fred.page@hklaw.com.

/s/ Bruce A. Maxwell

Bruce A. Maxwell, Esq.
TERRELL HOGAN
Florida Bar No.: 903531



DUVAL COUNTY
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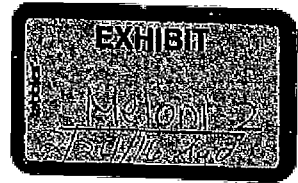
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Filing/NEF	Case Style/Docket	Court Case #	Status	Court	Submission Date	Completion Date/Remarks
37386751	Roush, John - The National Deaf Academy L.L.C.	16-2014-CA-005499-XXXX-MA	Validating Filing	Duval	02/03/2016 05:16:36 PM	
37386571	OGDEN, CHRISTINE - THE NATIONAL DEAF ACADEMY LLC	16-2014-CA-006520-XXXX-MA	Pending Filing	Duval	02/03/2016 05:13:55 PM	
37384953	Brown, Susie - The National Deaf Academy, L.L.C.	16-2014-CA-006604-XXXX-MA	Pending Filing	Duval	02/03/2016 04:55:34 PM	

1 - 3 of 3 items

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IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

CASE NO.: 2014-CA-6520

DIVISION: CV-E

CHRISTINE OGDEN, individually and
as parent and natural guardian of
D.O., a minor child.

Plaintiff,

v.

THE NATIONAL DEAF ACADEMY, LLC
d/b/a NATIONAL DEAF ACADEMY, a/d/b/a
NATIONAL DEAF ACADEMY, a Behavioral
Health System, a Florida Limited Liability
Company and UNIVERSAL HEALTH
SERVICES, INC.,

Defendants.

NOTICE OF TAKING DEPOSITION *DUCES TECUM*
OF MIA MELONI, DESIGNATED REPRESENTATIVE OF
DEFENDANT UNIVERSAL HEALTH SERVICES

PLEASE TAKE NOTICE that on **February 24, 2016**, commencing at **10:00 a.m.**, the undersigned will proceed to take the deposition of Mia Meloni, corporate representative and/or the person(s) designated by Universal Health Services, pursuant to the Florida Rules of Procedures, as being most knowledgeable and best qualified to speak on said Defendant's behalf on the areas listed below.¹ Said deposition will be conducted at UHS – Universal Corporate

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This deposition will be taken for all purposes allowed under Florida Law and the Florida Rules of Civil Procedure, upon oral examination, before an agent authorized by law to take depositions. This deposition was scheduled by agreement of counsel.

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The deponent is to have with her at the aforesaid time and place whether previously produced or not, the **ORIGINAL** of all Documents and tangible things set forth in Schedule "A" attached hereto;

In addition to the taking of this deposition as a 30(b)(6) deposition, the deposition may include questions to the designee in her individual capacity.

Dated on February 3, 2016.

TERRELL HOGAN

/S/ Bruce A. Maxwell
Bruce A. Maxwell, Esquire
Attorney for Plaintiff
Florida Bar No.: 903531
233 East Bay Street, 8th Floor
Jacksonville, FL 32202
904-632-2424 (Phone)
904-632-2027 (Fax)
maxwell@terrellhogan.com

SCHEDULE "A"

Originals of the following items, whether previously produced or not:



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2. Providers Agreements between Department of Health and Human Services and UHS of Delaware, Inc. for the past five (5) years.
3. Providers Agreements between Department of Health and Human Services and Universal Health Services for the past five (5) years.
4. Providers Agreements between Department of Health and Human Services and National Deaf Academy NDA Behavioral Health, US Highway 441, Mount Dora, Florida for the past five (5) years.
5. Any and all documents of any kind or nature that identifies the type of ownership and/or managing control for National Deaf Academy or NDA Behavioral Health.
6. Any and all documents of any kind or nature that that identifies any kind or type of ownership interest in the National Deaf Academy, NDA Behavioral Health, US Highway 441, Mount Dora, Florida for the past five (5) years.
7. Any and all documents of any kind or nature that that identifies any kind or type of ownership interest in River Point Behavioral Health, 6300 Beach Boulevard, Jacksonville, Florida for the past five (5) years.
8. Any and all documents of any kind or nature that that identifies any kind or type of ownership interest in Wekiva Springs Hospital, 3947 Salisbury Road, Jacksonville, Florida for the past five (5) years.
9. Copies of records which demonstrate or show the corporate structure for National Deaf Academy, NDA Behavioral Health, US Highway 441, Mount Dora, Florida.
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12. Copies of records which demonstrate or show the corporate structure for Universal Health Services.
13. Copies of records which demonstrate or show the corporate structure for UHS of Delaware, Inc.
14. Copies of internet domain names registered and owned by Universal Health Services.
15. Copies of internet domain names registered and owned by UHS of Delaware, Inc.
16. Copies of internet domain names registered and owned by National Deaf Academy.
17. Copy of the retirement savings plan agreements for the National Deaf Academy employees for the past seven (7) years.
18. Copy of the retirement savings plan agreements for Universal Health Services, Inc.'s Employees for the past seven (7) years.
19. Copy of UHS's policies and procedures, and training manual provided to all staff, physicians, nurses or any other type of employee or contractor at NDA, Wekiva Springs Hospital or River Point Behavioral Health.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 3, 2016 the foregoing document has been electronically filed with the Clerk of Court via ECF system and the email service hereof will be effected by the E-Filing Portal upon: Jay Cohen, Esquire, Jeffrey L. Blostein, Rudwin Ayala, Esquire, The Law Office of Jay Cohen, P.A., One Financial Plaza 100 SE 3rd Avenue, Suite 1100, Fort Lauderdale, FL 33394, Pleadings@jaycohenlaw.com and vpiedra@jaycohenlaw.com; and to Frederick Page, Esquire, Holland & Knight, 50 North Laura St, #3900, Jacksonville, Florida, email: Fred.page@hklaw.com.

/s/ Bruce A. Maxwell

Bruce A. Maxwell, Esq.
TERRELL HOGAN
Florida Bar No.: 903531



DUVAL COUNTY
CLERK OF THE COURT
JACKSONVILLE, FL

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Last signed in on - 02/03/2016 05:05:54 PM

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Uniform Case # you have provided is 162014CA006520XXXXMA
Court Case # you have provided is 16-2014-CA-006520-XXXX-MA
Reference # for this filing is 37386571

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Filing/NEF	Case Style/Docket	Court Case #	Status	Court	Submission Date	Completion Date/Remarks
37386571	OGDEN, CHRISTINE - THE NATIONAL DEAF ACADEMY LLC	16-2014-CA-006520-XXXX-MA	Received	Duval	02/03/2016 05:13:55 PM	
37384963	Brown, Susie - The National Deaf Academy, L.L.C.	16-2014-CA-006604-XXXX-MA	Pending Filing	Duval	02/03/2016 04:55:34 PM	

1

1 - 2 of 2 items

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IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

CASE NO.: 2014-CA-006604
DIVISION: CV-E

**SUSIE BROWN, individually and
as Guardian of X.N., a minor child,**

Plaintiff,

v.

**THE NATIONAL DEAF ACADEMY, LLC
d/b/a NATIONAL DEAF ACADEMY, a/d/b/a
NATIONAL DEAF ACADEMY, a Behavioral
Health System, a Florida Limited Liability
Company and UNIVERSAL HEALTH
SERVICES, INC.,**

Defendants.

**NOTICE OF TAKING DEPOSITION *DUCES TECUM*
OF MIA MELONI, DESIGNATED REPRESENTATIVE OF
DEFENDANT UNIVERSAL HEALTH SERVICES**

PLEASE TAKE NOTICE that on **February 24, 2016**, commencing at **10:00 a.m.**, the undersigned will proceed to take the deposition of Mia Meloni, corporate representative and/or the person(s) designated by Universal Health Services, pursuant to the Florida Rules of Procedures, as being most knowledgeable and best qualified to speak on said Defendant's behalf on the areas listed below.¹ Said deposition will be conducted at UHS – Universal Corporate

¹ For the purpose of this Notice, the term "**Document**" means every writing, printing, record, graphic, photographic or sound reproduction of every type and description that has been in Defendant's possession, control or custody or of which it has knowledge, including but not limited to, correspondence, reports, meeting minutes, memoranda, stenographic or handwritten notes, diaries, notebooks, account books, orders, invoices, statements, bills, checks, vouchers, purchase orders, studies, surveys, charts, maps, analyses, publications, books, pamphlets,

Center), 367 South Gulph Road, Conference Room, King of Prussia, PA 19406, and deposition shall continue from day to day thereafter until completed. The deposition will be taken for purposes of discovery, upon cross examination and for any other purpose allowed by law.

This deposition will be taken for all purposes allowed under Florida Law and the Florida Rules of Civil Procedure, upon oral examination, before an agent authorized by law to take depositions. This deposition was scheduled by agreement of counsel.

The subject areas are as follows:

1. The control, oversight and management of the personnel of National Deaf Academy LLC d/b/a National Deaf Academy a/d/b/a National Deaf Academy Behavioral Health System.
2. The ownership, management and financial control of National Deaf Academy LLC d/b/a National Deaf Academy a/d/b/a National Deaf Academy Behavioral Health System.
3. The corporate structure of Universal Health Services, Inc.
4. The corporate structure of UHS of Delaware, Inc.
5. The entity(ies) and / or person(s) responsible for the hiring, training and termination of personnel of National Deaf Academy LLC d/b/a National Deaf Academy a/d/b/a National Deaf Academy Behavioral Health System.
6. Operational control of National Deaf Academy, LLC.
7. Operational control of River Point Behavioral Health.
8. Operational control of Wekiva Springs Hospital.

periodicals, catalogues, brochures, schedules, circulars, bulletins, notices, instructions, manuals, journals, e-mails, e-mail attachments, data sheets, work sheets, statistical compilations, data processing cards, microfilms, computer records (including printouts, disks or other magnetic storage media), tapes, photographs (positive or negative prints), drawings, films, videotapes, pictures, and voice-recordings. Plaintiff expressly intends for the term "Document" to include every copy of such writing, etc. when such copy contains any commentary or notation whatsoever that does not appear on the original and any attachments or exhibits to the requested document or any other documents referred to in the requested document or incorporated by reference.

The deponent is to have with her at the aforesaid time and place whether previously produced or not, the ORIGINAL of all Documents and tangible things set forth in Schedule "A" attached hereto;

In addition to the taking of this deposition as a 30(b)(6) deposition, the deposition may include questions to the designee in her individual capacity.

Dated on February 3, 2016.

TERRELL HOGAN

/S/ Bruce A. Maxwell
Bruce A. Maxwell, Esquire
Attorney for Plaintiff
Florida Bar No.: 903531
233 East Bay Street, 8th Floor
Jacksonville, FL 32202
904-632-2424 (Phone)
904-632-2027 (Fax)
maxwell@terrellhogan.com

SCHEDULE "A"

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/s/ Bruce A. Maxwell
Bruce A. Maxwell, Esq.
TERRELL HOGAN
Florida Bar No.: 903531

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Roush et al v. NDA
Targit A



Universal Health Services, Inc.

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- Behavioral Health Care
- Ambulatory Centers
- See All

Behavioral Health Care

[Back to Map](#)**Adolescent Substance Abuse Program****Fort Walton Beach, FL**[Alabama Clinical Schools](#)

Birmingham, AL

[Alhambra Hospital](#)

Rosemead, CA

[Alliance Health Center](#)

Meridian, MS

[Anchor Hospital](#)

Atlanta, GA

[Arbour - Fuller Hospital](#)

South Attleboro, MA

[Arbour - HRI Hospital](#)

Brookline, MA

[Arbour Counseling Services](#)

Rockland, MA

[Arbour Hospital](#)

Boston, MA

[Arbour Senior Care](#)

Rockland, MA

[Arrowhead Behavioral Health](#)

Maumee, OH

[Atlantic Shores Hospital](#)**Fort Lauderdale, FL**[Aurora Pavilion Behavioral Health Services](#)

Aiken, SC

[Austin Lakes Hospital](#)

Austin, TX

[Behavioral Hospital of Belleaire](#)

Houston, TX

[Belmont Pines Hospital](#)

Youngstown, OH

[Benchmark Behavioral Health Services](#)

Woods Cross, UT

[Bloomington Meadows Hospital](#)

Bloomington, IN

[Boulder Creek Academy](#)

Bonnare Ferry, ID

[Brentwood Behavioral Healthcare of Mississippi](#)

Flowood, MS

[Brentwood Hospital](#)

Shreveport, LA

[Bristol Youth Academy](#)**Bristol, FL**[Brooke Glen Behavioral Health](#)

Fort Washington, PA



<u>Brynn Marr Hospital</u>	Jacksonville, NC
<u>Celvary Center</u>	Phoenix, AZ
<u>Canyon Ridge Hospital</u>	Chino, CA
<u>Cedar Grove Treatment Center</u>	Murfreesboro, TN
<u>Cedar Hills Hospital</u>	Beaverton, OR
<u>Cedar Ridge Hospital</u>	Oklahoma City, OK
<u>Cedar Ridge Residential Treatment Center</u>	Oklahoma City, OK
<u>Cedar Springs Behavioral Health Services</u>	Colorado Springs, CO
<u>Centennial Peaks Hospital</u>	Louisville, CO
<u>Center For Change</u>	Orem, UT
<u>Central Florida Behavioral Hospital</u>	Orlando, FL
<u>Chicano Children's Center</u>	Chicago, IL
<u>Clarion Psychiatric Center</u>	Clarion, PA
<u>Coastal Behavioral Health</u>	Savannah, GA
<u>Coastal Harbor Treatment Center</u>	Savannah, GA
<u>Columbus Behavioral Center</u>	Columbus, IN
<u>Community Behavioral Health</u>	Memphis, TN
<u>Compass Intervention Center</u>	Memphis, TN
<u>Copper Hills Youth Center</u>	West Jordan, UT
<u>Cottonwood Treatment Center</u>	So. Salt Lake, UT
<u>Crescent Pines Hospital</u>	Stockbridge, GA
<u>Cumberland Hall Hospital</u>	Hopkinsville, KY
<u>Cumberland Hospital</u>	New Kent, VA
<u>Cypress Creek Hospital</u>	Houston, TX
<u>Del Amo Hospital</u>	Torrance, CA
<u>Diamond Grove Center</u>	Louisville, MS
<u>Dover Behavioral Health System</u>	Dover, DE
<u>Emerald Coast Behavioral Hospital</u>	Panama City, FL
<u>Fairfax Hospital</u>	Kirkland, WA
<u>Fairmount Behavioral Health System</u>	Philadelphia, PA

[FHCHS of Puerto Rico](#)

San Juan, PR

[Fieldston Preparatory School](#)

Titusville, FL

[First Home Care - VA](#)

Portsmouth, VA

[Forest View Hospital](#)

Grand Rapids, MI

[Fort Lauderdale Hospital](#)

Fort Lauderdale, FL

[Foundations Behavioral Health](#)

Doylestown, PA

[Foundations for Living](#)

Mansfield, OH

[Fox Run Center for Children and Adolescents](#)

St. Clairsville, OH

[Fremont Hospital](#)

Fremont, CA

[Friends Hospital](#)

Philadelphia, PA

[Glen Oaks Hospital](#)

Greenville, TX

[Good Samaritan Counseling Center](#)

Anchorage, AK

[Gulf Coast Treatment Center](#)

Fort Walton Beach, FL

[Gulf Coast Youth Academy](#)

Fort Walton Beach, FL

[Hampton Behavioral Health Center](#)

Westampton, NJ

[Harbor Point Behavioral Health Center](#)

Portsmouth, VA

[Hartgrove Hospital](#)

Chicago, IL

[Heavenwyck Hospital](#)

Auburn Hills, MI

[Heartland Behavioral Health Services](#)

Nevada, MO

[Heritage Oaks Hospital](#)

Sacramento, CA

[Hermilaga Hall](#)

Nashville, TN

[Hickory Trail Hospital](#)

DeSoto, TX

[High Point Treatment Center](#)

Cooper City, FL

[Highlands Behavioral Health](#)

Littleton, CO

[Hill Crest Behavioral Health Services](#)

Birmingham, AL

[Holly Hill Hospital](#)

Raleigh, NC

[Horace Mann Academy](#)

Rockledge, FL

[Horizon Health Management](#)

Lewisville, TX

[Intermountain Hospital](#)

Boise, ID

[Kempsville Center for Behavioral Health](#)

Norfolk, VA

<u>Keystone Center</u>	Wallingford, PA
<u>Kingwood Pines Hospital</u>	Kingwood, TX
<u>La Amistad Behavioral Health - Adult Program</u>	<u>Winter Park, FL</u>
<u>La Amistad Behavioral Health Services</u>	<u>Maitland, FL</u>
<u>Lakeside Behavioral Health System</u>	Memphis, TN
<u>Laurel Heights Hospital</u>	Atlanta, GA
<u>Laurel Oaks Behavioral Health Center</u>	Dolham, AL
<u>Laurel Ridge Treatment Center</u>	San Antonio, TX
<u>Liberty Point Behavioral Healthcare</u>	Staunton, VA
<u>Lighthouse Care Center of Augusta</u>	Augusta, GA
<u>Lighthouse Care Center of Conway</u>	Conway, SC
<u>Lincoln Prairie Behavioral Health Center</u>	Springfield, IL
<u>Lincoln Trail Behavioral Health System</u>	Radcliff, KY
<u>Macon Behavioral Health System</u>	Macon, GA
<u>Manatee Palms Youth Services</u>	<u>Bradenton, FL</u>
<u>Mayhill Hospital</u>	Denton, TX
<u>McDowell Center for Children</u>	Dyersburg, TN
<u>Meridell Achievement Center</u>	Liberty Hill, TX
<u>Mesilla Valley Hospital</u>	LasCruces, NM
<u>Michiana Behavioral Health Center</u>	Plymouth, IN
<u>Midwest Center for Youth and Families</u>	Kouts, IN
<u>Millwood Hospital</u>	Arlington, TX
<u>Milton Girls Juvenile Residential Facility</u>	<u>Milton, FL</u>
<u>Mountain Youth Academy</u>	Mountain City, TN
<u>Natchez Trace Youth Academy</u>	Waverly, TN
<u>National Deaf Academy</u>	<u>MI. Dora, FL</u>
<u>Newport News Behavioral Health Center</u>	Newport News, VA
<u>North Spring Behavioral Healthcare</u>	Leesburg, VA
<u>North Star Behavioral Health System - Debarr</u>	Anchorage, AK
<u>North Star Behavioral Health System - Palmer</u>	Palmer, AK

<u>North Star Hospital</u>	Anchorage, AK
<u>Northwest Academy</u>	Naples, ID
NorthWest Academy	Streamwood, IL
<u>Oak Plains Academy</u>	Ashland City, TN
<u>Okaloosa Youth Academy</u>	<u>Crestview, FL</u>
<u>Okaloosa Youth Development Center</u>	<u>Crestview, FL</u>
<u>Old Vineyard Behavioral Health Services</u>	Winston-Salem, NC
<u>Palmetto Behavioral Health - Pee Dee</u>	Florence, SC
<u>Palmetto Behavioral Health - Summerville</u>	Summerville, SC
<u>Palmetto Lowcountry Behavioral Health</u>	North Charleston, SC
<u>Panamericano (Cidra)</u>	Cidra, PR
<u>Parkwood Behavioral Health System</u>	Olive Branch, MS
<u>Peachford Hospital</u>	Atlanta, GA
<u>Pembroke Hospital</u>	Pembroke, MA
<u>Pinnacle Pointe</u>	Little Rock, AR
<u>Poplar Springs Hospital</u>	Petersburg, VA
<u>Prairie St. Johns</u>	Fargo, ND
<u>Pride Institute</u>	Eden Prairie, MN
Professional Probation Services	Norcross, GA
<u>Provo Canyon Behavioral Hospital</u>	Orem, UT
<u>Provo Canyon School</u>	Provo, UT
<u>Provo Canyon School - Springville Campus</u>	Springville, UT
<u>Red River Recovery Center</u>	Wichita Falls, TX
<u>Rivendell Behavioral Health Services</u>	Bowling Green, KY
<u>Rivendell Behavioral Health Services of Arkansas</u>	Barton, AR
<u>River Crest Hospital</u>	San Angelo, TX
<u>River Oaks Hospital</u>	New Orleans, LA
<u>River Park Hospital</u>	Huntington, WV
<u>River Point Behavioral Health</u>	<u>Jacksonville, FL</u>
<u>Riverdale Country School</u>	<u>Palm Bay, FL</u>

Riverdoss

Rock River Academy

Rockford CenterRolling Hills HospitalRoxbury Treatment CenterSalt Lake Behavioral HealthSan Marcos Treatment CenterSandy PinesSchick Shadel HospitalShadow Mountain Behavioral Health SystemShadow Mt-Oklahoma CitySierra Vista HospitalSouth Texas Behavioral Health SystemSpring Mountain SaharaSpring Mountain Treatment CenterSpringwoods Behavioral HealthSt. Louis Behavioral Medicine InstituteSt. Simons By-The-SeaStonington InstituteStreamwood HospitalStreamwood Residential Treatment Center (Elgin)Summit Oaks HospitalSummit Ridge HospitalTalbot Recovery CampusTexas NeuroRehab CenterThe BridgeWayThe Brook - DuquoinThe Brook - KMIThe Carolina Center for Behavioral HealthThe Horsham Clinic

Forest Park, IL

Rockford, IL

Newark, DE

Franklin, TN

Shippensburg, PA

Salt Lake City, UT

San Marcos, TX

Tequesta, FL

Seattle, WA

Tulsa, OK

Oklahoma City, OK

Sacramento, CA

Edinburg, TX

Las Vegas, NV

Las Vegas, NV

Fayetteville, AR

St. Louis, MO

St. Simons Island, GA

North Stonington, CT

Streamwood, IL

Streamwood, IL

Summit, NJ

Lawrenceville, GA

Atlanta, GA

Austin, TX

North Little Rock, AR

Louisville, KY

Louisville, KY

Greer, SC

Ambler, PA

<u>The Hughes Center</u>	Danville, VA
<u>The Meadows Hospital / Universal Community Behavioral Health</u>	Centre Hall, PA
<u>The Pavilion at Northwest Texas</u>	Amarillo, TX
<u>The Pavilion Foundation</u>	Champaign, IL
<u>The Ridge Behavioral Health System</u>	Lexington, KY
<u>The Vines Hospital</u>	Ocala, FL
<u>Three Rivers Behavioral Health</u>	West Columbia, SC
<u>Three Rivers Residential Treatment - Midlands</u>	Columbia, SC
<u>Timberlawn Mental Health System</u>	Dallas, TX
<u>YMC Behavioral Health Center</u>	Sharman, TX
<u>Turning Point Hospital</u>	Moultrie, GA
<u>Turning Point Youth Center</u>	St. John's, MI
<u>Two Rivers Psychiatric Hospital</u>	Kansas City, MO
<u>University Behavioral Center</u>	Orlando, FL
<u>University Behavioral Health of Denton</u>	Denton, TX
<u>University Behavioral Health of El Paso</u>	El Paso, TX
<u>Upper East Tennessee Regional Juvenile Detention Center</u>	Johnson City, TN
<u>Velle Viste Health System</u>	Greenwood, IN
<u>Valley Hospital</u>	Phoenix, AZ
<u>Virgin Islands Behavioral Services</u>	St. Croix, VI
<u>Virginia Beach Psychiatric Center</u>	Virginia Beach, VA
<u>Walton Youth Development Center</u>	FL
<u>Wekiva Springs Hospital</u>	Jacksonville, FL
<u>Wellstone Regional Hospital</u>	Jefferson, IN
<u>West Hills Hospital</u>	Reno, NV
<u>West Oaks Hospital</u>	Houston, TX
<u>Westwood Lodge</u>	Westwood, MA
<u>Willow Springs Center</u>	Reno, NV
<u>Windmoor Healthcare</u>	Clearwater, FL
<u>Windsor-Laurelwood Center</u>	Willoughby, OH

Wyoming Behavioral Institute

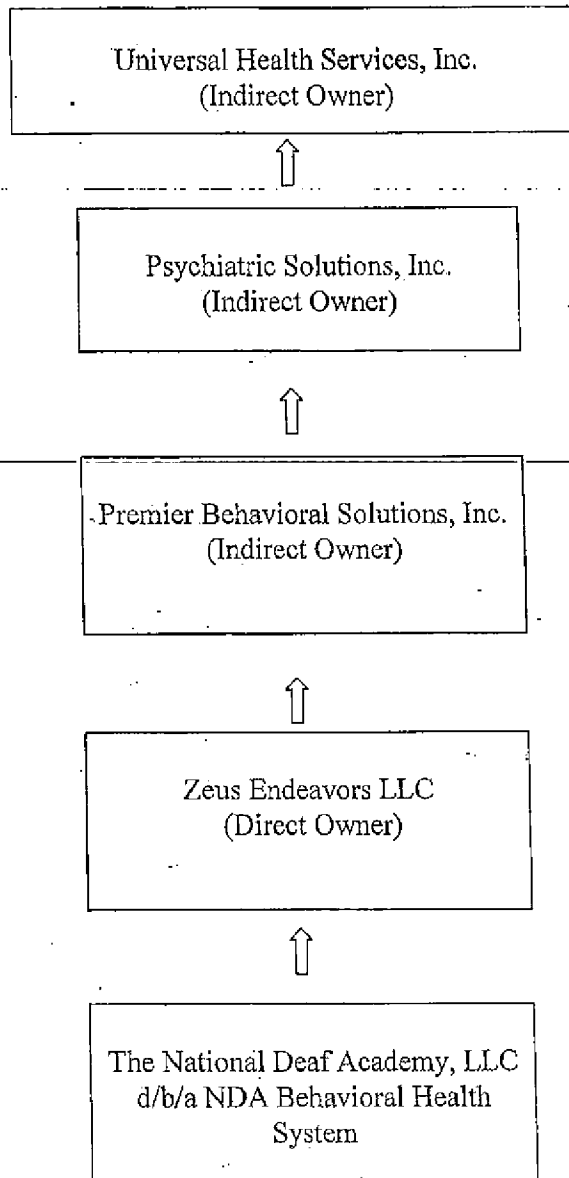
Gaspar, WY

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NDA Behavioral Health System

CORPORATE STRUCTURE





**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Officer/Registered Agent Name****Florida Limited Liability Company****ZEUS ENDEAVORS, LLC****Filing Information**

Document Number	L00000007549
FEI/EIN Number	59-3653864
Date Filed	06/23/2000
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/12/2009

Principal Address

367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

Changed: 01/25/2011

Mailing Address

367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

Changed: 01/25/2011

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 10/17/2007

Address Changed: 10/17/2007

Authorized Person(s) Detail**Name & Address****Title** **MGSM**

PREMIER BEHAVIORAL SOLUTIONS, INC.
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406



Annual Reports

Report Year	Filed Date
2013	02/01/2013
2014	01/13/2014
2015	04/10/2015

Document Images

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10/17/2007 -- Reinstatement	View image in PDF format
08/29/2006 -- Reg. Agent Change	View image in PDF format
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06/23/2000 -- Florida Limited Liabilities	View image in PDF format

2015 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L00000007549

Entity Name: ZEUS ENDEAVORS, LLC

Current Principal Place of Business:

367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

Current Mailing Address:

367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

FEI Number: 59-3653864

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

G T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324-US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Authorized Person(s) Detail :

Title MGRM
Name PREMIER BEHAVIORAL SOLUTIONS,
INC.
Address 367 S. GULPH RD.
City-State-Zip: KING OF PRUSSIA PA 19406

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MATTHEW D. KLEIN

SECRETARY OF SOLE
MEMBER

04/10/2015

_____ Electronic Signature of Signing Authorized Person(s) Detail

_____ Date

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**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Profit Corporation**

PREMIER BEHAVIORAL SOLUTIONS, INC.

Filing Information

Document Number	P06441
FEI/EIN Number	63-0857352
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Event Date Filed	08/21/2003
Event Effective Date	NONE

Principal Address367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

Changed: 02/09/2011

Mailing Address367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

Changed: 02/09/2011

Registered Agent Name & AddressC T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 11/07/2008

Address Changed: 11/07/2008

Officer/Director Detail**Name & Address**

Title PD

OSTEEN, DEBRA K
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

Title VPD

FILTON, STEVE
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

Title VPD

HARROD, LAURENCE
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

Title S

KLEIN, MATTHEW D
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

Title T

RAMAGANO, CHERYL K
367 S. GULPH RD.
KING OF PRUSSIA, PA 19406

Annual Reports

Report Year	Filed Date
2013	01/18/2013
2014	03/13/2014
2015	04/15/2015

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2/21/2016

Detail by Entity Name

08/21/2003 -- Name Change	View image in PDF format
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03/27/2002 -- ANNUAL REPORT	View image in PDF format
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— State of Florida, Department of State

2015 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P06441

Entity Name: PREMIER BEHAVIORAL SOLUTIONS, INC.**Current Principal Place of Business:**367 S. GULPH RD.
KING OF PRUSSIA, PA 19406**Current Mailing Address:**367 S. GULPH RD.
KING OF PRUSSIA, PA 19406 US**FEI Number:** 63-0857352**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	PD
Name	OSTEEN, DEBRA K
Address	367 S. GULPH RD.
City-State-Zip:	KING OF PRUSSIA PA 19406

Title	VPD
Name	FILTON, STEVE
Address	367 S. GULPH RD.
City-State-Zip:	KING OF PRUSSIA PA 19406

Title	VPD
Name	HARROD, LAURENCE
Address	367 S. GULPH RD.
City-State-Zip:	KING OF PRUSSIA PA 19406

Title	S
Name	KLEIN, MATTHEW D
Address	367 S. GULPH RD.
City-State-Zip:	KING OF PRUSSIA PA 19406

Title	T
Name	RAMAGANO, CHERYL K
Address	367 S. GULPH RD.
City-State-Zip:	KING OF PRUSSIA PA 19406

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MATTHEW D. KLEIN**SECRETARY****04/15/2015**

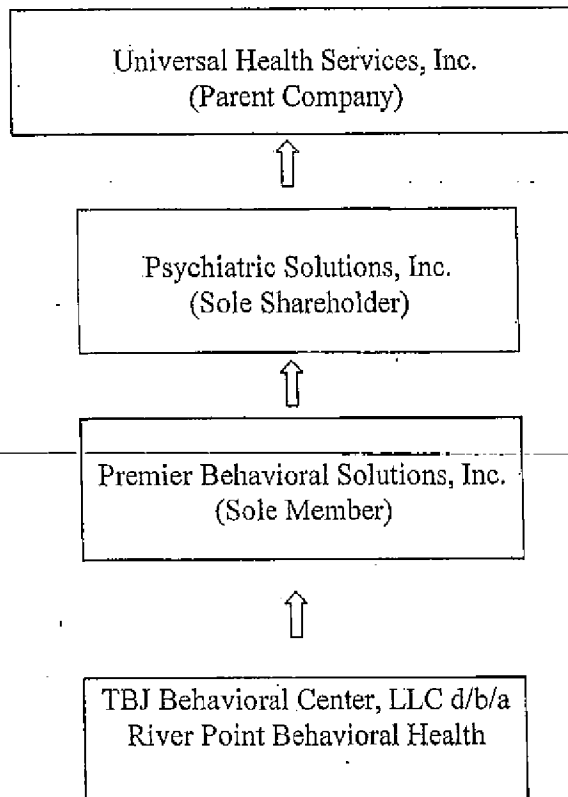
Electronic Signature of Signing Officer/Director Detail

Date



RIVER POINT BEHAVIORAL HEALTH

CORPORATE STRUCTURE



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RIVER POINT
BEHAVIORAL HEALTH

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Licensed Therapist PRN



Accredited by the
Joint Commission

Job Code: 131022
Facility: River Point Hospital
Location: JACKSONVILLE, FL US
Region: Southeast
Travel Involved: None
Job Type: Per Diem
Job Level: Experienced (Non-Manager)
Minimum Education Required: Master's Degree
Skills: Health Care -> Behavioral Health, Social Work/Case Management
Category: Healthcare - Rehabilitation, Professionals
FTE: .01

Position Summary:

Making a difference in mind, body and spirit

Because helping people is our calling. At River Point Behavioral Health, our focus is on safety and quality and we are looking for people like you to join our team.

River Point Behavioral Health provides a calm and safe setting for progressive, individualized treatment for adults. Our services include: inpatient, residential, electroconvulsive therapy (ECT), partial hospitalization and intensive outpatient programs. We are conveniently located in the Southside of Jacksonville near the intersection of Beach Boulevard and University Boulevard.

We have an immediate opening for a PRN Licensed Therapist Monday-Friday 8am-4:30PM.

River Point offers a full comprehensive benefit package including company matched 401K and stock option plans. Additional benefits include supplemental life for employee, spouse and dependents. A perks card is also offered with many discounts for car rentals, attractions, movie tickets, cell phones and many more.

Please check out our website at <http://www.riverpointbehavioral.com/> to learn more about us.

River Point is part of Universal Health Services, Inc. (UHS) one of the nation's largest and most respected health care management companies. UHS operates through its subsidiaries acute care hospitals, behavioral health facilities and ambulatory centers nationwide. Founded in 1978, UHS subsidiaries now have more than 65,000 employees. The UHS business strategy is to build or purchase

Help is Just a Phone Call Away

We cannot offer diagnosis, counseling or recommendations online, but an Assessment and Referral specialist is available 24 hours/7 days a week at 904.724.9202. If you are currently experiencing an emergency, please dial 911 or go to the nearest emergency room.

If you prefer to contact us via email, please click here to fill out a request information form.

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River Point Behavioral Health - 6300 Beach Blvd, Jacksonville, Florida 32216
Phone: 904.724.9202 | © Copyright 2008 River Point Behavioral Health

River Point Behavioral Health will ensure that no person is discriminated against based on age, color, race, creed, religion, national origin, gender, sexual orientation or on the



Form 5500

Department of the Treasury
Internal Revenue ServiceDepartment of Labor
Employee Benefits Security
Administration

Pension Benefit Guaranty Corporation

Annual Return/Report of Employee Benefit Plan

This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6047(e), 6057(b), and 6058(a) of the Internal Revenue Code (the Code).

▶ Complete all entries in accordance with the instructions to the Form 5500.

OMB Nos. 1510-0110
1510-0099

2011

This Form is Open to Public
Inspection**Part I Annual Report Identification Information**

For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011

- A** This return/report is for: ☐ a multiemployer plan, ☐ a multiple-employer plan, or ☒ a single-employer plan, ☐ a DFE (specify) _____
- B** This return/report is: ☐ the first return/report, ☐ the final return/report, ☐ an amended return/report, ☐ a short plan year return/report (less than 12 months)
- C** If the plan is a collectively-bargained plan, check here: ☐
- D** Check box if filing under: ☒ Form 5558, ☐ automatic extension, ☐ the DFVC program; ☐ special extension (enter description) _____

Part II Basic Plan Information—enter all requested information**1a** Name of plan

UNIVERSAL RETIREMENT SAVINGS PLAN

1b Three-digit plan number (PN) ▶

001

1c Effective date of plan 01/01/1995**2a** Plan sponsor's name and address, including room or suite number (Employer, if for single-employer plan)

UNIVERSAL HEALTH SERVICES, INC.

1357 S. GULPH RD.
KING OF PRUSSIA, PA 19105-2832**2b** Employer identification number (EIN)**2c** Sponsor's telephone number
610-788-3300**2d** Business code (see instructions)
622000**Caution:** A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature	10/3/2012	NANCY KURTZMAN
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
	Signature of DFE	Date	Enter name of individual signing as DFE

For Paperwork Reduction Act Notice and OMB Control Numbers, see the instructions for Form 5500.

Form 5500 (2011)
v.012611

Universal Health Services, Inc. Retirement Savings Plan

Notes to Financial Statements (All dollar amounts in thousands)

1. Description of Plan

The following description of the Universal Health Services, Inc. Retirement Savings Plan (the "Plan") provides only general information. Participants should refer to the Plan agreement or Summary Plan Description for a more complete description of the Plan's provisions.

General

The Plan, which became effective October 14, 1987, is a defined contribution plan available to qualifying employees of Universal Health Services, Inc. (the "Company"). The Company's Plan Committee ("Plan Committee") is the plan administrator. To be eligible to participate in the Plan, an employee must have completed at least one month of service and be 21 years of age. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended.

Contributions

Each year participants may contribute up to 25% of pretax annual compensation, as defined in the Plan. Participants may also contribute amounts representing distributions from other qualified defined benefit or defined contribution plans. The Company contributes a discretionary amount of each participant's contribution to the Plan in accordance with plan provisions as detailed by each participating hospital with respect to their participants. The match is invested in various investment options as directed by the participant. Participants that have attained age 50 are eligible for catch up contributions. Additional non-matching discretionary amounts may be contributed at the option of the Company's Board of Directors and are allocated to participants in the same manner as the matching contribution. No additional non-matching discretionary amounts were contributed to the Plan during 2011 and 2010.

Participant Accounts

Each participant's account is credited with the participant's contribution and allocations of: (a) the Company's contribution and (b) Plan earnings. Expenses for loan maintenance and administration are charged directly to the participant's account. Allocations are based on participant earnings, deferrals or account balances, as defined. The benefit to which a participant is entitled is the benefit that can be provided from the participant's vested account.

Vesting

Participants are immediately vested in their contributions, plus actual earnings thereon. Vesting in the Company's contribution portion is based on years of continuous service. Participants vest 25% each year and are fully vested after four years of service.

Investment Options

Participants may direct the investment of their contributions into various investment options selected by the Plan committee. Participants' ability to change their investment options is not restricted. Currently, the Plan offers twenty-eight mutual funds and a common collective trust fund as investment options.

Universal Health Services, Inc. Retirement Savings Plan

Notes to Financial Statements

(All dollar amounts in thousands)

7. Parties-In-Interest Transactions

Certain Plan investments are mutual funds and a CCT fund managed by Fidelity Investments, which is an affiliate of the trustee. Consequently, these transactions qualify as party-in-interest. Participant loans also qualify as party-in-interest transactions.

8. Plan Termination

Although it has not expressed any intent to do so, the Company has the right under the Plan to discontinue its contributions at any time and to terminate the Plan subject to the provisions of ERISA. In the event of Plan termination, participants will become 100% vested in their accounts.

9. Tax Status

The Internal Revenue Service has determined and informed the Company by a letter dated April 16, 2008, that the Plan is designed in accordance with applicable sections of the Internal Revenue Code ("IRC"). Although the plan has been amended since receiving the determination letter, the plan administrator believes that the plan is designed and is currently being operated in compliance with the applicable requirements of the IRC and therefore believe that the plan is qualified and the related trust is tax-exempt.

Accounting principles generally accepted in the United States of America require plan management to evaluate tax positions taken by the plan and recognize a tax liability (or asset) if the plan has taken an uncertain position that more likely than not would not be sustained upon examination. The plan administrator has analyzed the tax positions taken by the plan, and has concluded that as of December 31, 2011, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The plan administrator believes it is no longer subject to income tax examinations for years prior to 2008.

10. Subsequent Events

Plan management has evaluated subsequent events through October 2, 2012, the date the financial statements were available to be issued.

The Psychiatric Solutions, Inc. Retirement Savings Plan and the National Deaf Academy, LLC 401(k) Plan were merged into the UHS Retirement Savings Plan on January 3, 2012. Approximately \$48.5 million in assets were transferred into the Plan.



Tel: 215-616-5500
Fax: 215-616-5501
www.bdo.com

1700 Market Street, Suite 1700
Philadelphia, PA 19103

Independent Auditors' Report

Participants and Plan Administrator
Universal Health Services, Inc.
Retirement Savings Plan
King of Prussia, Pennsylvania

We were engaged to audit the accompanying statements of net assets available for benefits of the Universal Health Services, Inc. Retirement Savings Plan (the "Plan") as of December 31, 2011 and 2010, and the related statement of changes in net assets available for benefits for the year ended December 31, 2011, and the schedule of assets (held at end of year) as of December 31, 2011. These financial statements and supplemental schedule are the responsibility of the Plan's management.

As permitted by 29 CFR Section 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the plan administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the information summarized in Note 6, which was certified by Fidelity Management Trust Company, the trustee of the Plan, except for comparing such information with the related information included in the financial statements and supplemental schedule. We have been informed by the plan administrator that the trustee holds the Plan's investment assets and executes investment transactions. The plan administrator has obtained certifications from the trustee as of December 31, 2011 and 2010, and for the year ended December 31, 2011, that the information provided to the plan administrator by the trustee is complete and accurate.

Because of the significance of the information that we did not audit, we are unable to, and do not, express an opinion on these accompanying financial statements and supplemental schedule taken as a whole. The supplemental schedule is presented for the purposes of additional analysis and is not a required part of the financial statements but is required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. The form and content of the information included in the financial statements and supplemental schedule, other than that derived from the information certified by the trustee, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.

BDO USA, LLP

October 2, 2012

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.



Form 5500 Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Annual Return/Report of Employee Benefit Plan This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6047(e), 6057(b) and 6058(a) of the Internal Revenue Code (the Code). <p style="text-align: center;">▶ Complete all entries in accordance with the instructions to the Form 5500.</p>	OMB Nos. 1510-0110 1510-0099 <div style="text-align: center; font-size: 1.2em; font-weight: bold;">2011</div> This Form is Open to Public Inspection
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Part I Annual Report Identification Information			
For calendar plan year 2011 or fiscal plan year beginning 01/01/2011 and ending 12/31/2011			
A This return/report is for:	<input type="checkbox"/> a multiemployer plan; <input checked="" type="checkbox"/> a single-employer plan.	<input type="checkbox"/> a multiple-employer plan, or <input type="checkbox"/> a DFE (specify) _____	
B This return/report is:	<input type="checkbox"/> the first return/report; <input type="checkbox"/> an amended return/report;	<input checked="" type="checkbox"/> the final return/report; <input type="checkbox"/> a short plan year return/report (less than 12 months)	
C If the plan is a collectively-bargained plan, check here:	<input checked="" type="checkbox"/>		
D Check box if filing under:	<input checked="" type="checkbox"/> Form 5558; <input type="checkbox"/> special extension (enter description) _____	<input type="checkbox"/> automatic extension.	<input type="checkbox"/> the DFVC program.

Part II Basic Plan Information—enter all requested information			
1a Name of plan THE NATIONAL DEAF ACADEMY, LLC (D/K) PLAN		1b Three-digit plan number (PN) ▶	001
		1c Effective date of plan	01/01/2007
2a Plan sponsor's name and address, including room or suite number (Employer, if for single-employer plan) THE NATIONAL DEAF ACADEMY, LLC 1110 WESTWOOD PLACE SUITE 100 BRENTWOOD, TN 37027		2b Employer identification Number (EIN)	[REDACTED]
		2c Sponsor's telephone number	615-312-5783
		2d Business code (see instructions)	811000

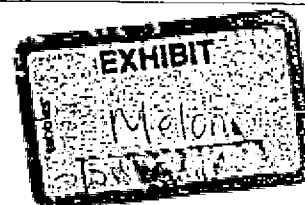
Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature	10/12/2011	NANCY KURTZMAN
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

For Paperwork Reduction Act Notice and OMB Control Numbers, see the instructions for Form 5500.

Form 5500 (2011)
v.012611



~~THE NATIONAL DEAF ACADEMY, LLC 401(K) PLAN~~
~~NOTES TO FINANCIAL STATEMENTS~~
~~December 31, 2011 and 2010~~

NOTE 7 - RECONCILIATION OF FINANCIAL STATEMENTS TO FORM 5500

The following is a reconciliation of net assets available for benefits per the financial statements at December 31, 2011 and 2010 to the Form 5500

	<u>2011</u>	<u>2010</u>
Net assets available for benefits per the financial statements	\$ -	\$ 1,243,268
Employer contributions receivable at December 31, 2010	-	(1,120)
Employee contributions receivable at December 31, 2010	-	(5,853)
Net assets per the Form 5500	<u>\$ -</u>	<u>\$ 1,236,295</u>

The following is a reconciliation of the change in net assets available for benefits for the year ended December 31, 2011 per the financial statements to the net income reported in the 2011 Form 5500

Increase in net assets available for benefits per the financial statements	\$ 79,620
Employee contributions receivable at December 31, 2010	1,120
Employee contributions receivable at December 31, 2010	<u>5,853</u>
Net income per the Form 5500	<u>\$ 86,593</u>

NOTE 8 - MERGER

~~Effective December 31, 2011, The National Deaf Academy, LLC 401(k) Plan was merged into the Universal Health Services, Inc. Retirement Savings Plan, pursuant to Company's acquisition of The National Deaf Academy, LLC in November 2010. The transfer of \$1,327,319 in net assets from the Plan was completed on December 31, 2011.~~

NOTE 9 - SUBSEQUENT EVENTS

Plan management has evaluated subsequent events for recognition and disclosure through October 11, 2012, which is the date the financial statements were available to be issued

THE NATIONAL DEAF ACADEMY, LLC 401(K) PLAN
NOTES TO FINANCIAL STATEMENTS
December 31, 2011 and 2010

NOTE 1 - DESCRIPTION OF PLAN

The following description of The National Deaf Academy, LLC 401(k) Plan (the "Plan") provides only general information. Participants should refer to the plan agreement for a more complete description of the Plan's provisions.

~~General: The Plan is a defined contribution plan covering all full-time employees of The National Deaf Academy, LLC (the "Company") who have reached the minimum age of 21. The Company's matching contributions begin as soon as the employee is eligible. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, in 2008 and 2009 employees from Behavioral Kids of Alaska, Inc. and Foundations Home Community were transferred into the Plan. On December 31, 2011 all assets of the Plan were transferred into the Universal Health Services, Inc. Retirement Savings Plan (See Note 8).~~

Contributions: For the year ended December 31, 2011, participants may elect to contribute to the Plan up to 85% of their total eligible wages up to a maximum of \$16,500. Eligible wages include regular wages, overtime wages, and bonuses. The maximum contribution amount is adjusted regularly for inflation, as announced by the United States Secretary of the Treasury. Participants may elect to invest contributions in a variety of funds. Participant contributions to the Plan are made by means of payroll deductions during each regular payroll period. A participant may make rollover contributions directly from certain other qualified plans or from certain qualified special individual retirement accounts.

The Company may contribute to the Plan a discretionary contribution determined by the Company's Executive Committee. Such contributions, if any, shall be allocated to each participant in proportion to his or her compensation and/or elective deferral for the plan year. Company contributions to the plan during the year ending December 31, 2011 were \$33,931.

Participant Accounts: A separate account is established for each participant and is credited with the participant's contribution, an allocation of the Company's contribution, and earnings from the participant's selected investment funds. The benefit to which a participant is entitled is the benefit that can be provided from the participant's account.

Vesting: Participants are always vested in the amount of participant contributions and earnings thereon. Vesting in Company contributions and earnings thereon is based on years of service with the Company in accordance with the following schedule:

Years of Service	Vesting Percentage
1	20%
2	50%
3	75%
4	100%

Payment of Benefits: Participants are eligible for payment of vested benefits upon retirement, death, permanent disability, or termination of employment. Payments will be made in the form of a lump-sum payment as soon as it is administratively feasible following the date on which a distribution is requested or otherwise payable.

REPORT OF INDEPENDENT AUDITORS

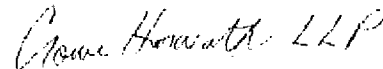
Plan Administrator and Participants of the
The National Deaf Academy LLC 401(k) Plan
Franklin, Tennessee

We were engaged to audit the financial statements of The National Deaf Academy, LLC 401(k) Plan (the "Plan") as of December 31, 2011 and 2010 and for the year ended December 30, 2011, as listed in the accompanying contents page. These financial statements are the responsibility of the Plan's management.

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and disclosure under the Employee Retirement Income Security Act of 1974, the Plan Administrator instructed us not to perform, and we did not perform, auditing procedures with respect to the information summarized in Note 3, which was certified by State Street Bank and Trust Company, the trustee of the Plan, except for comparing such information with the related information included in the financial statements. We have been informed by the Plan Administrator that State Street Bank and Trust Company holds the investment assets and executes investment transactions. The Plan Administrator has obtained certifications from State Street Bank and Trust Company as of December 31, 2011 and 2010 and for the year ended December 31, 2011 that the information provided to the Plan Administrator by the State Street Bank and Trust Company is complete and accurate.

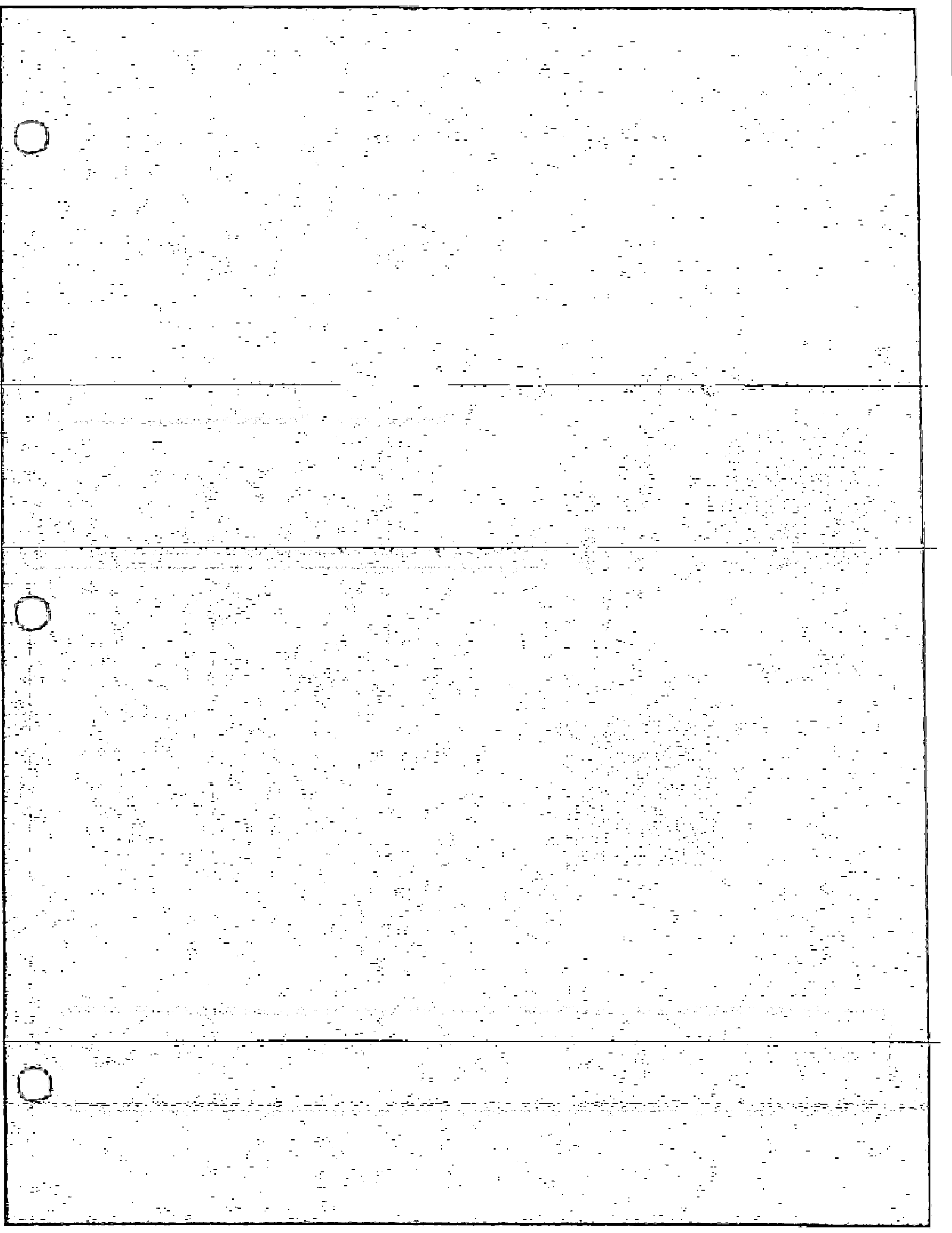
As described in Note 8, the Plan was merged into the Universal Health Services, Inc. Retirement Savings Plan effective December 31, 2011.

Because of the significance of the information that we did not audit, we are unable to, and do not, express an opinion on the accompanying financial statements as a whole. The form and content of the information included in the financial statements, other than that derived from the information certified by the trustee, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.



Crowe Horwath LLP

Brentwood, Tennessee
October 11, 2012



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Psychiatry - Child Job in Jacksonville, FL

CIA Psychiatry opportunity in sunny coastal Florida.

Universal Health Services, Inc. - Jacksonville, FL 32216

Accepts J1s: No

Loan Assistance: Negotiable

Practice Type: Hospital Employee

Job ID: 487491

[Apply Now](#)[Save Job](#)[Share with a Friend](#)[Print](#)

River Point Behavioral Health System in Jacksonville, FL is recruiting a Child and Adolescent Psychiatrists to accommodate growth into Child/Adolescent Services in 2018.

The position is fulltime with Monday - Friday schedule. There is minimal daily or weekend call. General duties include admission evaluations, treatment planning and daily clinical care of patients. If there are program leadership responsibilities additional duties will include staff supervision, program development and utilization management of clinical services as well as potential interface with referral sources and payors.

The caseload will be Children and Adolescents ages 4-17 years. Patients have a wide range of treatment issues and are cared for by a highly trained multidisciplinary treatment team of physicians, clinical staff and administrative support personnel.

Physicians at River Point work in a collegial, supportive and caring environment that support quality work life balance. There is opportunity for both Staff Physicians and program leadership role for interested and qualified candidates. A competitive compensation package of salary and benefits with bonus opportunity will be offered. Candidates must be Board Eligible/Board Certified in Child Psychiatry.

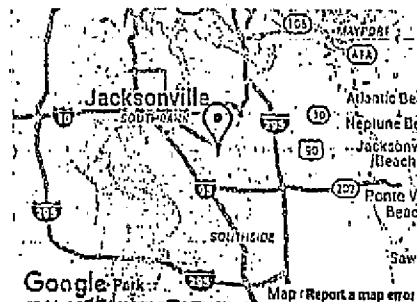
Facility & Location Information



Universal Health Services, Inc.

River Point Behavioral Health

6300 Beach Blvd, Jacksonville, FL 32216


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River Point Behavioral Health is a 93-bed treatment facility that has been a major regional resource for behavioral health treatment for children, adolescents and adults. The facility provides a calm and safe setting for progressive, individualized treatment for all [\[Read More\]](#)

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Contact Information



Mr. Will Deasyper
In-house Physician Recruiter
Universal Health Services, Inc.
Norcross, GA 30092

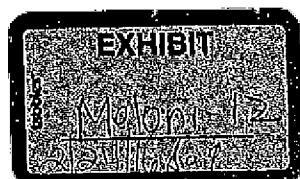
Work: (866) 227-5415 ext 229

Fax: (501) 325-0206

Work (alt):

Type Of Employer: In-House

Agency Information: Please, No Agency Solicitation





Universal Health Services, Inc.

Psychiatry - Child Job in Jacksonville, FL

C/A Psychiatry opportunity in sunny coastal Florida.

Universal Health Services, Inc.

Jacksonville, FL 32216

Accepts J1s:No

Loan Assistance:Negotiable

Practice Type:Hospital Employee

Job ID:487491

River Point Behavioral Health System in Jacksonville, FL is recruiting a Child and Adolescent Psychiatrists to accommodate growth into Child/Adolescent Services in 2016.

The position is fulltime with Monday – Friday schedule. There is minimal daily or weekend call.

General duties include admission evaluations, treatment planning and daily clinical care of patients. If there are program leadership responsibilities additional duties will include staff supervision, program development and utilization management of clinical services as well as potential interface with referral sources and payors. The caseload will be Children and Adolescents ages 4-17 years. Patients have a wide range of treatment issues and are cared for by a highly trained multidisciplinary treatment team of physicians, clinical staff and administrative support personnel.

Physicians at River Point work in a collegial, supportive and caring environment that support quality work life balance. There is opportunity for both Staff Physicians and program leadership role for interested and qualified candidates. A competitive compensation package of salary and benefits with

bonus opportunity will be offered. Candidates must be Board Eligible/Board Certified in Child Psychiatry.

River Point Behavioral Health 6300 Beach Blvd. Jacksonville, FL 32216



River Point Behavioral Health is a 93-bed treatment facility that has been a major regional resource for behavioral health treatment for children, adolescents and adults. The facility provides a calm and safe setting for progressive, individualized treatment for all ages. Located in Jacksonville, FL, River Point Behavioral Health has been providing psychiatric treatment and addiction treatment to patients for decades. Our services include: inpatient, residential, partial hospitalization and intensive outpatient programs. We are conveniently located in the Southside of Jacksonville near the intersection of Beach Boulevard and University Boulevard. River Point Behavioral Health System is owned and operated by a subsidiary of Universal Health Services, Inc. (UHS), one of the nation's largest and most respected hospital management companies. Visit our website at www.uhsinc.com – follow links to River Point on the Behavioral Health facilities list.

Universal Health Services, Inc.

Universal Health Services, Inc. Organization Profile

Contact Information



Mr. Will Decuyper In-house Physician Recruiter Universal Health

Services, Inc. Norcross, GA 30092

Work: (866) 227-5415 ext 229

Fax: (501) 325-0296

Work (alt):



IN THE CIRCUIT COURT OF THE 4th
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

SUSIE BROWN, individually and
as Guardian of X.N., a minor child,

CASE NO. 2014-CA-006604; Div. CV-A

Plaintiff,

vs.

THE NATIONAL-DEAF ACADEMY, LLC
d/b/a NATIONAL DEAF ACADEMY,
a/d/b/a NATIONAL DEAF ACADEMY, a
Behavioral Health System, a Florida Limited
Liability Company and UNIVERSAL
HEALTH SERVICES, INC.,

Defendants.

AFFIDAVIT OF MIA MELONI

I, Mia Meloni, hereby declare and attest that all statements contained herein are true and
accurate:

1. I am over eighteen years of age, am a resident of Pennsylvania, and I make this
declaration based upon personal knowledge.

I have been Associate General Counsel for UHS of Delaware, Inc. for over 4 years. UHS
of Delaware, Inc. is a wholly owned subsidiary of, and serves as the management
company to, Universal Health Services, Inc. (hereinafter "UHS").

2. Everything that I attest to in this declaration is based upon my knowledge and review of
UHS's books and records, specifically pertinent to UHS locations and presence
throughout the State of Florida.

3. Based upon said knowledge and review, I declare the following:

- a. UHS is a holding company, and is not engaged in the operation or management of
its subsidiaries;
- b. UHS does not maintain any office in Duval County, Florida for transaction of its
customary business;



- c. UHS does not exert operational control over National Deaf Academy, LLC, its indirect subsidiary, and is not involved in the daily operation, management, or supervision of National Deaf Academy, LLC, or any of its staff or employees;
- d. UHS does not conduct or engage in any business in Duval County, Florida that in any way relates to National Deaf Academy, LLC;
- e. UHS does not maintain an office or presence in Duval County, Florida that is in any way responsible for managing, operating, supervising or directing the business affairs of National Deaf Academy, LLC, or its employees or agents;
- f. National Deaf Academy, LLC does business as, and is operated and managed by, National Deaf Academy, LLC in Mount Dora, Florida.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

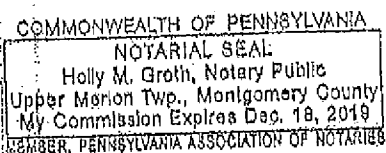
Dated: January 25, 2016

Mia Meloni

MIA MELONI
Associate General Counsel
UHS of Delaware, Inc.

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 25TH day of January, 2016, by Mia Meloni, who is personally known to me or who has produced Drivers License as identification and who did/did not take an oath.



Holly M. Groth
SIGNATURE OF NOTARY

Holly M Groth
NAME OF NOTARY - TYPED, PRINTED
OR STAMPED

MY COMMISSION EXPIRES: 12/18/19

IN THE CIRCUIT COURT OF THE 4th
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

SUSIE BROWN, individually and
as Guardian of X.N., a minor child,

CASE NO. 2014-CA-006604; Div. CV-A

Plaintiff,

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d/b/a NATIONAL DEAF ACADEMY,
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Behavioral Health System, a Florida Limited
Liability Company and UNIVERSAL
HEALTH SERVICES, INC.,

Defendants.

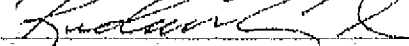
DEFENDANTS' NOTICE OF FILING SUPPLEMENTAL EXHIBIT

The Defendants, THE NATIONAL DEAF ACADEMY, LLC and UNIVERSAL HEALTH SERVICES, INC., by and through undersigned counsel, hereby provide notice of filing and file the attached executed copy of the Affidavit of Mia Meloni pursuant to this court's request as set forth in the order dated January 22, 2016 following hearing on Defendants' Motion to Dismiss Plaintiff's Second Amended Complaint.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished via Electronic Mail on January 26, 2016 to: Bruce A. Maxwell, Esq., For Plaintiff, Terrell Hogan, P.A., Maxwell@terrellhogan.com; kparks@terrellhogan.com

THE LAW OFFICE OF JAY COHEN, P.A.
Counsel for Defendants
100 S.E. 3rd Avenue, Suite 1500
Fort Lauderdale, FL 33394
954-763-6939 / Fax: 954-763-6093
pleadings@javecohenlaw.com

By: 
Rudwin Ayala, Esq., Fla. Bar No. 0084005

HOLLAND & KNIGHT
Co-Counsel for Defendants
50 North Laura Street, Suite 3900
Jacksonville, FL 32202
904-798-7273 / Fax: 904-358-1872
fred.page@hklaw.com

By: /s/Frederick D. Page
Frederick D. Page, Fla. Bar No. 968587

NETWORK COURT REPORTING & VIDEO
940 South Ave W
Westfield, New Jersey 07090
866.357.1796

ERRATA SHEET

DATED: MARCH 17, 2016

INSTRUCTIONS: After reading the transcript, please note any change, addition or deletion on this sheet. DO NOT make any marks or notations on the transcript itself.

Please sign and date this errata sheet and return to Network Court Reporting and Video, 940 South Ave W, Westfield, NJ 07090. Please review and return within 30 days.

MIA MELONI

FEBRUARY 24, 2016

PAGE/LINE

CHANGE

34/22

delete "it"

40/17

delete "have"

47/14-15

change "Universal Health Services"

to "UHS"

51/11

add "; not the day-to-day operations"

SIGNATURE:

Mia Meloni

DATE:

Sworn on this 23rd day of March, 2016

Holly M. Groth
Notary Signature

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Holly M. Groth, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES